

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**April 27, 2021**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
( Items 4 – 23 )

4. Discuss, consider and take appropriate action on a line item transfer for Radio Communications System/RCS.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0507-0507-004100	Professional Services	\$5000.00
TO:	0507-0507-004545	Tower Maintenance	\$5000.00

5. Discuss, consider and take appropriate action on a line item transfer for the Elections Department discretionary fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0376.0376.004251	Elections Supplies	3500.00

To	0376.0376.004212	Postage	3500.00
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6. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$5,000.00
To	0100.0509.003102	Safety Supplies	\$5,000.00

7. Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.004500	Maintenance Contracts	\$7,450.00
To	0882.0882.005740	Computer Equipment > \$5,000	\$7,450.00

8. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2007 Ford F150, pursuant to Tx. Local Gov't Code 263.152.
9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss and take appropriate action to approve amendment regarding a grant from Texas Parks and Wildlife Department (TPWD) for restoration of spring environs at Twin Spring Preserve.
12. Discuss, consider and take appropriate action on accepting a twelve (12) month extension of the Homeland Security Grant Program (HSGP) Number 3994201.
13. Discuss, consider and take appropriate action on approving lease agreements with Sharp Electronics for two (2) copiers for the Williamson County Animal Shelter, in the amount of \$123.26 per month and \$109.26 per month, pursuant to co-op contract DIR-CPO-4433.
14. Discuss, consider and take appropriate action on approving the purchase of four (4) United Shield Small Shields from Pro-Tech in the amount of \$4,990.00.
15. Discuss, consider, and take appropriate action on approving the purchase of rifles from GT Distributors, in the amount of \$60,900.00 pursuant to Buyboard contract #603-20.



16. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide Fiber Optic Maintenance in the not-to-exceed amount of \$21,500.00 per the terms of DIR Cooperative Contract #DIR-TSO-3698 and authorizing execution of the agreement.
17. Discuss, consider and take appropriate action on approving agreement between Williamson County and SOS Communications, LLC to provide the internet services with a one-time installation fee of \$99.00 and month-to-month fee of \$120.00 (Elite Package) for Berry Springs Park, a one-time installation fee of \$99.00 and month-to-month \$200.00 (Professional Package) for EMS Station in Weir and authorizing the execution of this agreement.
18. Discuss, consider and take appropriate action on approving agreement between Williamson County and Austin Montgomery d/b/a The Roof Co. to provide wall repair services at the Williamson County Expo Concession Stand wall in the not-to-exceed amount of \$10,323.55 per the TIPS Co-Op Contract #200201 and authorizing the execution of this agreement.
19. Discuss, consider and take appropriate action on approving a report on the Williamson County Justice Center Basement Pre-Trial Office Finishout Project Work Authorization #4 with Talex Inc., Engineers in the amount of \$49,000 to expire on May 4, 2022. Project Manager, Tom Stanfield will be the point of contact for this project. Funding source is P515
20. Discuss, consider and take appropriate action on a temporary construction easement with CR & H Joint Venture for filling and establishing the ditch embankment along Tradesmen's Park Drive.
21. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$27,570.00 to expire on December 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 307 North of CR 305 Jarrell. Funding source: P394
22. Discuss, consider and take appropriate action on approving the services between Williamson County and Tomika K. Schneider d/b/a TKO Services to provide on-call-services of animal carcass removal on a not-to-exceed amount of \$20,000.00 and authorizing the execution of this contract.
23. Discuss, consider and take appropriate action on approval of the final plat for the Ronnie Draper subdivision – Precinct 3.

## **REGULAR AGENDA**

24. Discuss, consider and take appropriate action on a proclamation declaring April as Child Abuse Prevention and Awareness Month in Williamson County.
25. Discuss, consider and take appropriate action on a resolution recognizing Lisa David's 40 years of continued service to Williamson County in the office of District Clerk.

26. Discuss, consider and take appropriate action on a Proclamation to recognize and celebrate the *100TH ANNIVERSARY of the TAYLOR ROTARY CLUB* and congratulate its Rotarians for their "Service Above Self" and Centennial Anniversary event planned on the lawn in front of Old Taylor High and the Loose Screw from 2:00 to 4:00 p.m. on May 1, 2021.
27. Discuss, consider and take appropriate action on recognizing the County employees and community partners who assisted our community during Winter Storm Uri in February.
28. Discuss, consider and take appropriate action on Agreements for the Transfer of Law Enforcement Animals in accordance with Chapter 614 of the Texas Government Code.
29. Discuss, consider and take appropriate action on the engagement of the law firm of Sneed, Vine & Perry to represent Williamson County in relation to the Williamson County River Ranch Project; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
30. Discuss, consider and take appropriate action on approving a Master Service Agreement for Stanley Convergent Security Solutions, Inc. for Surveillance Equipment and Monitoring Services at the Williamson County Juvenile Detention Center in the not-to-exceed amount of \$500,000.00, per Sourcwell Contract #031517-SCS, and authorizing execution of the agreement.
31. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Leander Municipal Utility District No. 3 and the County of Williamson, Texas.
32. Discuss and take appropriate action to amend the 2019 Community Development Block Grant Annual Action Plan by reallocating \$100,000 from the Habitat for Humanity Land Acquisition project to Habitat for Humanity Home Repair project.
33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

#### Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$30,683.76
	0546.0000.367440	Janes's Fund Donations	\$16,059.10
	0546.0000.367442	Play Yard Donations	\$937.50
	0546.0000.367443	Heart Worm Donations	\$1,954.61
	0546.0000.367445	SIT Team Donations	\$5,219.50

	0546.0000.367447	Animal Transport Donations	\$65.00
	0546.0000.367448	Kitten Care Donations	\$12,500.00
	0546.0000.370150	Sales of Pet Care Products	\$1,110.91

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,110.91
	0546.0546.003670	Use of Donations	\$30,683.76
	0546.0546.004100	Professional Services	\$16,059.10
	0546.0546.004105	Foster Home Care	\$12,500.00
	0546.0546.004231	Travel	\$65.00
	0546.0546.004232	Training	\$5,219.50
	0546.0546.004509	Facility Enhancements	\$937.50
	0546.0546.004975	Animal Medical Care	\$1,954.61

35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$2,324.00

36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$2,324.00

37. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$550,000 from P224 (North Mays Extension) to P284 (Hairy Man Road/Brushy Creek), to transfer \$200,000 from P290 (non-departmental) to P329 (O'Connor Drive Signals), to transfer \$15,000 from P243 (SH 29 Bypass/Inner Loop) to P231 (Ronald Reagan Blvd to IH-35) and to transfer \$150,000 from P302 (SH 130 Frontage Road Phase 3) to P261 (CR 110

Middle Phase 2).

38. Receive updates on the Department of Infrastructure projects and issues.
39. Discuss, consider and take appropriate action on approving the purchase of one (1) 2022/23 Freightliner 114SD Chassis Truck w/DD13, 11 spd LL, 20k-46k to include Wirtgen MC-20 in the amount of \$314,569.00 from Freightliner of Austin, as per BuyBoard Contract #521-16.
40. Discuss, consider and take appropriate action on awarding IFB #T3346 Southeast Loop Segment I Phase I FY21 to James Construction Group and authorizing execution of the agreement.
41. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Seminole Pipeline for utility relocations on the CR 258 Extension Project, a Road Bond Project in Commissioner Precinct 2.
42. Discuss, consider and take appropriate action on a Quitclaim Deed regarding 0.05 AC of Old Liberty Hill Rd. in Liberty Hill. Texas.
43. Discuss, consider and take appropriate action on a Reimbursement Agreement-Preliminary Engineering Services with Union Pacific Railroad Company for input on the design of the railroad intersection at CR 401. Funding Source: P390
44. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.

#### **EXECUTIVE SESSION**

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

45. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
  - b) Discuss the acquisition of real property for CR 176 at RM 2243
  - c) Discuss the acquisition of real property: CR 278
  - d) Discuss the acquisition of real property for County Facilities.
  - e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
  - f) Discuss the acquisition of real property for SH 29 @ DB Wood.
  - g) Discuss the acquisition of real property for CR 366.
  - h) Discuss the acquisition of real property for N. Mays.
  - i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
  - j) Discuss the acquisition of real property for CR 111.
  - k) Discuss the acquisition of real property for Corridor H
  - l) Discuss the acquisition of real property for future SH 29 corridor.
  - m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
  - n) Discuss the acquisition of right-of-way for Corridor C.
  - o) Discuss the acquisition of right-of-way for Corridor F.
  - p) Discuss the acquisition of right-of-way for Corridor D.
  - q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
  - r) Discuss the acquisition of right-of-way for Reagan extension.
  - s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
  - t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
  - u) Discuss the acquisition of the MKT Right of Way
  - v) Discuss acquisition of drainage easement in relation to County Road 176
- B. Property or Real Estate owned by Williamson County
- Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
  - b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
  - c) Discuss property usage at Longhorn Junction
  - d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
  - e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
  - f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

**46.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Project Woods
- c) Project Liberty
- d) Project Long Haul
- e) Project Bon Jovi
- f) Project Crystal
- g) Project Link
- h) Project Winston

- i) Project Solo
- j) Project Stamp

**47.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- i) Claim of Regina Wright.
- j) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- k) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- l) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
- m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
- n) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
- o) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
- p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- q) Claim, of Ramsey Mitchell.
- r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
- s) Shamona Harris - EEOC Charge #451-2021-00812.
- t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
- u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

- v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
- x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
- z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
- aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.

- 48.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

#### REGULAR AGENDA (continued)

- 49.** Discuss and take appropriate action concerning economic development.
- 50.** Discuss and take appropriate action concerning real estate.
- 51.** Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
  - f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
  - g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
  - h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
  - i) Claim of Regina Wright.

j) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

k) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

l) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.

m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.

n) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.

o) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.

p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

q) Claim, of Ramsey Mitchell.

r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.

s) Shamona Harris - EEOC Charge #451-2021-00812.

t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.

u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.

y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.

z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.

aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.

**52.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

**53.** Comments from Commissioners.

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Bill Gravell, Jr., County Judge



This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 23rd day of April, 2021 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****4.****Meeting Date:** 04/27/2021

Line Item Transfer

**Submitted By:** Wendy Coco, WC Radio Communication System (RCS)**Department:** WC Radio Communication System (RCS)**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Radio Communications System/RCS.

**Background**

This line item transfer is necessary in order to replace our Fixed Network Equipment Battery Back Up System at the Prime tower site. The batteries have reached their end of life cycle and were further degraded due to the Winter Storm. (This transfer has been approved by the RCS Board to be placed on the Commissioners Court Agenda.)

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM:	0507-0507-004100	Professional Services	\$5000.00
TO:	0507-0507-004545	Tower Maintenance	\$5000.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Wendy Coco

Final Approval Date: 04/18/2021

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

04/16/2021 03:55 PM

04/18/2021 09:50 AM

Started On: 04/16/2021 09:36 AM

**Commissioners Court - Regular Session****5.****Meeting Date:** 04/27/2021

Elections line item transfer

**Submitted For:** Chris Davis**Submitted By:** Jenifer Favreau,  
Elections**Department:** Elections**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Elections Department discretionary fund.

**Background**

Line item transfer being requested to reimburse City of Leander for overrun of postage due to inadvertent inclusion of canceled voters on voter list provided to City of Leander for mailing of postcards to inform Travis County voters of their eligibility to vote in City of Leander election being conducted by Williamson County.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0376.0376.004251	Elections Supplies	3500.00
To	0376.0376.004212	Postage	3500.00

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**Attachments**

Invoice

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 04/19/2021

**Reviewed By**

Andrea Schiele

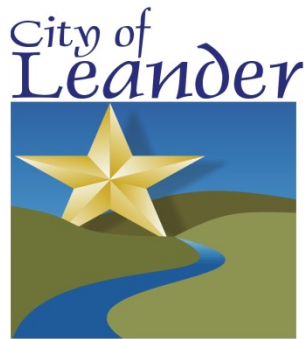
Ashlie Koenig

**Date**

04/19/2021 11:48 AM

04/19/2021 11:57 AM

Started On: 04/19/2021 10:49 AM



April 19, 2021

**Bill to:**

Williamson County Elections Department

**Reason:**

Incorrect  
Voter  
List

Description	Quantity	Unit Price	Amount Due
Postage for additional 15,154 on voter list provided	1	\$3,485.42	\$3,485.42
Printing for additional 15,154 on voter list provided	1	\$ 166.69	\$ 166.69
<b>TOTAL</b>			<b>\$3,652.11</b>

**Remit Payment To:**

City Secretary  
City of Leander  
105 N. Brushy Street  
Leander, TX 78641

**Commissioners Court - Regular Session****6.****Meeting Date:** 04/27/2021

Line Item Transfer

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Building  
Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Facilities.

**Background**

Need additional funds for the remainder of the FY for Safety Supplies.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$5,000.00
To	0100.0509.003102	Safety Supplies	\$5,000.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 04/21/2021

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

04/20/2021 01:43 PM

04/21/2021 01:50 PM

Started On: 04/20/2021 08:46 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 04/27/2021

4-27-2021 LIT

**Submitted For:** Kevin Teller**Submitted By:** Edward Pospisil,  
Infrastructure  
**Division:** Fleet Services**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

**Background**

We were notified on April 8, 2021 by Opus Inspections, our state inspection machine vendor, that our current unit will be obsolete as of June 1, 2021. On this date the unit will not be able to further perform state emission inspections. This transfer is needed to obtain a new state inspection analyzer in order to continue performing state inspections for county vehicles at Fleet Services.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.004500	Maintenance Contracts	\$7,450.00
To	0882.0882.005740	Computer Equipment > \$5,000	\$7,450.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Edward Pospisil

Final Approval Date: 04/21/2021

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

04/21/2021 11:44 AM

04/21/2021 01:49 PM

Started On: 04/21/2021 10:02 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 04/27/2021

V/E Assets for Sale 4.27.21

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2007 Ford F150, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see attached list for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

V/E Assets for Auction 4.27.21

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:04 AM

04/22/2021 10:05 AM

Started On: 04/14/2021 03:04 PM

## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	570 - Jail
County VIN/Serial Number	1FTRX12WX7KC26443
Equipment/Door Number	SB0713
License Plate	CVG9638
Year	2007
Make	FORD
Model	F150
Comments (mileage, mechanical issues, other info)	106,435 mi. & requires manifold replacement
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Pat Erickson 4/9/2021 8:02 AM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/12/2021 8:11 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 4/9/2021 1:28 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 4/14/2021 12:25 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 4/14/2021 2:35 PM

**Vehicle Status Change**



**Commissioners Court - Regular Session****9.****Meeting Date:** 04/27/2021

Justice of the Peace 4 March 2021 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

JP4 EOM MAR 2021

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 11:44 AM

Form Started By: Veronica Bolander

Started On: 04/22/2021 11:33 AM


Final Approval Date: 04/22/2021

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County,  
on my oath, state that the attached report of money collected is a true and  
correct report for the month of March 2021.**

**Signed on this the 21st day of April, 2021.**

  
**STACY HACKENBERG  
JUSTICE OF THE PEACE  
PRECINCT FOUR**



## Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021    Case Categories: All  
Locations: JP4

Final Totals		Fee Totals	Transaction Totals
Total Payments		23,930.37	23,930.37
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		23,930.37	23,930.37
Tender Method Summary			
Tender Types	Cashier's Check	144.00	144.00
	Certified Payments Credit Card	9,537.12	9,537.12
	Check	2,389.00	2,389.00
	E-File Credit Card	10,849.25	10,849.25
	Money Order	1,011.00	1,011.00

Detailed report is available through the Auditor's Office.

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021 Case Categories: All  
Locations: JP4

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	636.36
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	5,688.88
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	3,430.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	205.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	3.94
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	4,501.89
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,065.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	479.64
<b>0100 - General Fund Total:</b>		<b>16,010.71</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	20.00
<b>0361 - JP Security Fund Total:</b>		<b>20.00</b>
<b>0369 - JP-4 Truancy Program Fund</b>		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	25.00
<b>0369 - JP-4 Truancy Program Fund Total:</b>		<b>25.00</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	20.00
<b>0372 - Justice Court Technology Fund Total:</b>		<b>20.00</b>



# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021 Case Categories: All  
Locations: JP4

G/L Account	G/L Account Number	Fee Totals
<b>0399 - State Agency Fund</b>		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,130.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	10.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	200.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	2,124.10
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	20.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	30.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	114.63
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,482.73
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	10.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,278.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
<b>0399 - State Agency Fund Total:</b>		<b>7,454.66</b>
<b>JP BOND</b>		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	400.00
<b>JP BOND Total:</b>		<b>400.00</b>
<b>Fee Totals for All Funds:</b>		<b>23,930.37</b>



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021 Case Categories: All  
Locations: JP4

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	99.63	21	0.00	0	0.00	0	99.63	21
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	66.66	14	0.00	0	0.00	0	66.66	14
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,124.10	36	0.00	0	0.00	0	2,124.10	36
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	60.00	6	0.00	0	0.00	0	60.00	6
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	479.64	36	0.00	0	0.00	0	479.64	36
2020LTF	Local Traffic Fine (TC 542.403)	88.97	31	0.00	0	0.00	0	88.97	31
2020STF	State Traffic Fine (TC 542.4031)	1,482.73	31	0.00	0	0.00	0	1,482.73	31
2020TPF	Time Payment Fee CCP 102.030	3.94	1	0.00	0	0.00	0	3.94	1
AB	Abstract	15.00	2	0.00	0	0.00	0	15.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
CB	Cash Bond	400.00	2	0.00	0	0.00	0	400.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	200.00	5	0.00	0	0.00	0	200.00	5
CCOP	Civil Copies	2.25	2	0.00	0	0.00	0	2.25	2
CFINE	County Fine	4,501.89	33	0.00	0	0.00	0	4,501.89	33
CHS	Courthouse Security Fee (CCP 102.017)	15.00	5	0.00	0	0.00	0	15.00	5
CHSJC	JP Security Fee (CCP 102.017)	5.00	5	0.00	0	0.00	0	5.00	5
CJS	Criminal Judicial Support Fee (LGC 103.105)	30.00	5	0.00	0	0.00	0	30.00	5
COLLFEE	Collection Agency Fee	636.36	4	0.00	0	0.00	0	636.36	4
CONT4	Constable Service Fee Pct #4	2,380.00	27	0.00	0	0.00	0	2,380.00	27
EFF	Electronic Filing Fee	2,130.00	213	0.00	0	0.00	0	2,130.00	213
IDF	Indigent Defense Fee (LGC 133.107)	10.00	5	0.00	0	0.00	0	10.00	5
ISF	Indigent Legal Services Fee	1,278.00	213	0.00	0	0.00	0	1,278.00	213
JCF	Civil Filing Fee	5,325.00	213	0.00	0	0.00	0	5,325.00	213
JCTF	Judicial/Court Training Fee Due to State	1,065.00	213	0.00	0	0.00	0	1,065.00	213
JCTF	Justice Court Technology Fee (CCP 102.0173)	20.00	5	0.00	0	0.00	0	20.00	5
JFR	Jury Reimbursement Fee (CCP 102.0045)	20.00	5	0.00	0	0.00	0	20.00	5
JTP	Juvenile Truancy Program (CCP 102.0174)	25.00	5	0.00	0	0.00	0	25.00	5

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021 Case Categories: All  
Locations: JP4

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	0.00	0	0.20	2
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	10.00	5	0.00	0	0.00	0	10.00	5
WARC4	Warrant Fee - Constable Pct. 4	200.00	4	0.00	0	0.00	0	200.00	4
WPOSS	Writ of Possession	30.00	6	0.00	0	0.00	0	30.00	6
WSF4	JP4 - Writ Service Fee	1,050.00	7	0.00	0	0.00	0	1,050.00	7
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		23,930.37	1,175	0.00	0	0.00	0	23,930.37	1,175



Justice of the Peace 4  
Consolidated Court Cost Calculation Sheet

**Deposit Date: 03/01/2021-03/31/2021**

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$479.64	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$167.87		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$171.30		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$137.04		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$3.43		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$479.64	\$479.64			100.000000%
Collected	\$479.64				



**Commissioners Court - Regular Session****10.****Meeting Date:** 04/27/2021

Compensation Items

**Submitted By:** Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Merit Report

Merit LIT

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 04/22/2021

**Reviewed By**

Rebecca Clemons

Andrea Schiele

**Date**

04/22/2021 10:42 AM

04/22/2021 10:46 AM

Started On: 04/21/2021 04:20 PM

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Commissioner 1 - admin	Exec Asst Com 1.0251.001100.	14064	\$71,513.00	2.00%	\$1,430.26	MERIT	30-Apr-21
Commissioner 1 - admin	Office Spec Sr Pct 1.0252.001100.	14065	\$48,232.95	3.00%	\$1,446.99	MERIT	30-Apr-21
Elections	Elections Clerk.1804.001100.	15447	\$29,411.20	3.00%	\$882.33	MERIT	30-Apr-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0211	001100	2877.25	
01	0100	0211	001130		2877.25
01	0100	0492	001100	882.33	
01	0100	0492	001130		882.33

**Commissioners Court - Regular Session****11.****Meeting Date:** 04/27/2021

grant from TPWD - spring restoration - amendment

**Submitted For:** Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss and take appropriate action to approve amendment regarding a grant from Texas Parks and Wildlife Department (TPWD) for restoration of spring environs at Twin Spring Preserve.

**Background**

This amendment is a follow up to an agenda item approved 3/9/2021 by which Commissioners Court acknowledged the Williamson County Conservation Foundation acceptance of a grant entitled "Restoration of spring habitat occupied by federally threatened Salado salamanders (*Eurycea chisholmensis*)."

The reimbursable amount of the grant shall not exceed \$30,645.00 with the minimum match requirement of \$10,215.00. All funds for the match derive from the Williamson County Conservation Foundation (WCCF) corpus. The application for and funding amount has been approved by the WCCF Board.

The reason for this amendment is to clarify that this grant is being done under the auspices of the County by virtue of the fact that the County's DUNS (Data Universal Numbers System) identifier is used by TPWD for administration of the grant.

The amendment is attached.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Amendment to spring restoration grant

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 04/21/2021

**Reviewed By**

Andrea Schiele

**Date**

04/21/2021 11:52 AM

Started On: 04/21/2021 11:34 AM

**From Agenda (consent) for March 9, 2021.**

TPWD has requested the attached amendment to clarify the County (rather than the WCCF) as the performing agency. The original MOA showed WCCF in the signature line.

Thank you.

Please call on me with any questions.

Gary Boyd

**8. Discuss and acknowledge grant from TPWD for restoration of spring environs at Twin Spring Preserve.**

Motion by: Commissioner Precinct 4 Russ Boles

Second by: Commissioner Precinct 3 Valerie Covey

***Motion: To acknowledge a grant from Texas Parks and Wildlife Department (TPWD) for restoration of spring environs at Twin Spring Preserve.***

Aye: County Judge Bill Gravell, Jr.

Commissioner Precinct 1 Terry Cook

Commissioner Precinct 3 Valerie Covey

Commissioner Precinct 4 Russ Boles

Other: Commissioner Precinct 2 Cynthia Long (Absent)

**Attachments:**

**MOA**

## AMENDMENT TO CONTRACT

THE STATE OF TEXAS        )  
                                  )  
                                  )  
COUNTY OF TRAVIS        )

AMENDMENT NO.    1        TO CONTRACT NO.    CA-0001117

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

**In accordance with the terms of the above referenced contract, for the project entitled "Restoration of spring habitat occupied by federally threatened Salado Salamanders (*Eurycea chisholmensis*)" TPWD hereby replaces the first paragraph in its entirety by the following:**

**This Agreement is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.**

**I. CONTRACTING PARTIES:**

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Agency: **Williamson County**

This Amendment shall become effective upon signature of both parties. All other terms and conditions not hereby amended are to remain in full force and effect.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

WILLIAMSON COUNTY

By: Jeannette Galo, CTCM  
Contract Specialist

By: \_\_\_\_\_ Authorized Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

DUNS: 806782256

DUNS: 076930049

**Commissioners Court - Regular Session****12.****Meeting Date:** 04/27/2021

HazMat Trailer Replacement Grant Number 3994201 Extension for FMSO

**Submitted For:** Hank Jones**Submitted By:** Hank Jones, Fire  
Marshal Special  
Operations**Department:** Fire Marshal Special Operations**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a twelve (12) month extension of the Homeland Security Grant Program (HSGP) Number 3994201.

**Background**

The Williamson County Commissioners Court previously approved acceptance of Homeland Security Grant Program Number 3994201 in the amount of \$78,000.00 for Hazmat response trailer replacement project. The original grant project period will expire on 08/31/2021 leaving limited time for build out. Due to Covid19, limited vendor applications requiring a second posting for the scope of work and supply shortages this timeline does not leave adequate time for proper build out.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Statement of Grant Award  
HSGP Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hank Jones

Final Approval Date: 04/19/2021

**Reviewed By**

Andrea Schiele

**Date**

04/19/2021 03:24 PM

Started On: 04/19/2021 08:46 AM

**Statement of Grant Award (SOGA)**

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	3994201	<b>Award Amount:</b>	\$78,000.00
<b>Date Awarded:</b>	10/16/2020	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	09/01/2020 - 08/31/2021	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	11/29/2021	<b>Total Project Cost:</b>	\$78,000.00
<b>Program Fund:</b>	HS-Homeland Security Grant Program (HSGP)		
<b>Grantee Name:</b>	Williamson County		



**Project Title:** Hazmat Response Trailer Replacement  
**Grant Manager:** Dorothy Caston  
**DUNS Number:** 076930049

**CFDA:** 97.067 - Homeland Security Grant Program (HSGP)

**Federal Awarding Agency:** U.S. Department of Homeland Security, Federal Emergency Management Agency

**Federal Award Date:** 9/4/2020

**Federal/State Award ID Number:** EMW-2020-SS-00054

**Total Federal Award/State Funds** \$98,320,229.00

**Appropriated:**

**Pass Thru Entity Name:** Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award R&D:** No

**Federal/State Award Description:** The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Hazmat Response Trailer Replacement Project. The (HSGP) grant application number is 3994201.

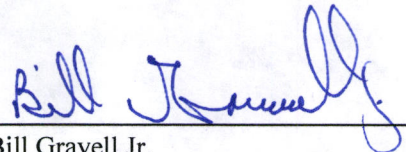
**WHEREAS**, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Hazmat Response Trailer Replacement Project Grant Award be accepted from the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP); and

**WHEREAS**, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) in full; and

**WHEREAS**, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW, THEREFORE, BE IT RESOLVED** that the Williamson County Commissioners' Court approves acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Hazmat Response Trailer Replacement Project.

Adopted this 4th day of November, 2020.

  
\_\_\_\_\_  
Bill Gravell Jr.  
Williamson County Judge

**Commissioners Court - Regular Session****13.****Meeting Date:** 04/27/2021

Sharp Copiers for Animal Shelter

**Submitted For:** Joy Simonton**Submitted By:** Laura Zavala, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving lease agreements with Sharp Electronics for two (2) copiers for the Williamson County Animal Shelter, in the amount of \$123.26 per month and \$109.26 per month, pursuant to co-op contract DIR-CPO-4433.

**Background**

Approval of these leases will support the operations of the Williamson County Regional Animal Shelter. New lease terms are for 60 months effective 6/1/2021 and 12/1/2021. This includes one (1) copy machine and services, for a monthly rate priced at \$123.26, 7,000 copies/prints per month, delivery, installation, training, parts, labor and toner (overages will be billed at \$0.0070 each) and; one (1) copy machine and services, for a monthly rate \$109.26, 5,000 copies/prints per month, delivery, installation, training, parts, labor and toner (overages will be billed at \$0.0070 each). The point of contact is Linda Gunter. These expenditures will be charged to 01.0545.0545.004621.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Sharp Copiers Animal Shelter

Sharp Copiers Animal Shelter

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:09 AM

04/22/2021 10:26 AM


Started On: 04/20/2021 12:15 PM

# SHARP

## STATE OF TEXAS DIR-CPO-4433 QUOTE

<b>Vendor Name:</b>	SHARP Electronics Corp., C/O Sharp Business Systems	<b>Date:</b> 04/20/21
<b>Address:</b>	100 Paragon Drive, Box Q	
<b>City, State Zip</b>	Montvale, NJ 07645	

<b>Customer Name/Invoice Address:</b>	<b>Delivery Address:</b>
Williamson County	Williamson County
Regional Animal Shelter	Regional Animal Shelter
1855 SE Inner Loop	425 E. Morrow St.
Georgetown, TX 78626	Georgetown, TX 78626

<b>Contact Name</b>	Linda Gunter	<b>Phone:</b>	512-943-3567
		<b>E-Mail:</b>	<a href="mailto:lgunter@wilco.org">lgunter@wilco.org</a>
<b>Sharp Business Systems, M.D. Leonard</b>		<b>Quoting Dealer:</b>	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
<b>Dealer Authorized Signature</b>  04/20/21		<b>Installing Dealer:</b>	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description			Unit Price / Mo.
1	<p>Sharp MX-M3571; 35 ppm Networked Digital Copier w/ 100 Sheet Single Pass Doc. Feed. and (1) 550 Sheet Paper Drawer</p> <p>MX-TU16, Center Exit Tray; MX-DE27N, Stand with (3) X 550 Sheet Paper Drawers (total of 4 paper drawers plus 100 sheet bypass tray)</p> <p>INCLUDES: 5,000 Copies/mo.; 5,001+ @ \$0.0070 ea. Delivery, Installation, Training, Parts, Labor, and Toner</p>			\$109.26
State of Texas DIR-CPO-4433 60 Month Lease				Monthly Total
				\$109.26



# SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:

SHARP ELECTRONICS CORPORATION  
C/O TEXAS DOCUMENT SOLUTIONS  
100 PARAGON DRIVE, BOX Q  
MONTVALE, NJ 07645

SHIP TO:

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER  
425 E. MORROW STREET  
GEORGETOWN, TX 78626

REQUESTED BY: GUNTER, LINDA  
512.943.3567

BILL TO:

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER  
1855 SE INNER LOOP  
GEORGETOWN, TX 78626

<u>Description</u>	<u>Price</u>	<u>Per</u>	<u>Amount</u>
SHARP MX-M3571, MX-TU16, MX-DE27N \$109.26 PER MO. FROM: 06/01/21 THRU 09/30/21 INCLUDES SERVICE FOR 5,000 COPIES PER MONTH 5,001+ @ \$0.0070 ea.	109.26	4 MOS.	437.04

NOTES TO SUPPLIER:

60 MONTH DIR-CPO-4433 LEASE

Total 437.04


AUTHORIZED BY:

# SHARP

## STATE OF TEXAS DIR-CPO-4433 QUOTE

<b>Vendor Name:</b>	SHARP Electronics Corp., C/O Sharp Business Systems	<b>Date:</b> 04/20/21
<b>Address:</b>	100 Paragon Drive, Box Q	
<b>City, State Zip</b>	Montvale, NJ 07645	

<b>Customer Name/Invoice Address:</b>	<b>Delivery Address:</b>
Williamson County	Williamson County
Regional Animal Shelter	Regional Animal Shelter
1855 SE Inner Loop	1855 SE Inner Loop
Georgetown, TX 78626	Georgetown, TX 78626

<b>Contact Name</b>	Linda Gunter	<b>Phone:</b>	512-943-3567
		<b>E-Mail:</b>	<a href="mailto:lgunter@wilco.org">lgunter@wilco.org</a>
<b>Sharp Business Systems, M.D. Leonard</b>		<b>Quoting Dealer:</b>	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
<b>Dealer Authorized Signature</b>  04/20/21		<b>Installing Dealer:</b>	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description			Unit Price / Mo.
1	<p>Sharp MX-M3571; 35 ppm Networked Digital Copier w/ 100 Sheet Single Pass Doc. Feed. and (1) 550 Sheet Paper Drawer</p> <p>MX-TU16, Center Exit Tray; MX-DE27N, Stand with (3) X 550 Sheet Paper Drawers (total of 4 paper drawers plus 100 sheet bypass tray)</p> <p>INCLUDES: 7,000 Copies/mo.; 7,001+ @ \$0.0070 ea. Delivery, Installation, Training, Parts, Labor, and Toner</p>			\$123.26
State of Texas DIR-CPO-4433 60 Month Lease				Monthly Total
				\$123.26

# SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:

SHARP ELECTRONICS CORPORATION  
C/O TEXAS DOCUMENT SOLUTIONS  
100 PARAGON DRIVE, BOX Q  
MONTVALE, NJ 07645

REQUESTED BY: GUNTER, LINDA  
512.943.3567

SHIP TO:

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER  
1855 SE INNER LOOP  
GEORGETOWN, TX 78626

BILL TO:

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER  
1855 SE INNER LOOP  
GEORGETOWN, TX 78626

<u>Description</u>	<u>Price</u>	<u>Per</u>	<u>Amount</u>
SHARP MX-M3571, MX-TU16, MX-DE27N \$123.26 PER MO. FROM: 12/01/21 THRU 09/30/22 INCLUDES SERVICE FOR 7,000 COPIES PER MONTH 7,001+ @ \$0.0070 ea.	123.26	10 MOS.	1,232.60

NOTES TO SUPPLIER:

60 MONTH DIR-CPO-4433 LEASE

Total 1,232.60

AUTHORIZED BY:

**Commissioners Court - Regular Session****14.****Meeting Date:** 04/27/2021

Constable Pct #2 United Shield

**Submitted For:** Joy Simonton**Submitted By:** Laura Zavala, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of four (4) United Shield Small Shields from Pro-Tech in the amount of \$4,990.00.

**Background**

Approval of this purchase will support the operations of Williamson County Constable Precinct #2. Quote attached outlines details of purchase. Department contact is Chief William Beechinor or Sgt. Wade Fowler. This expenditure will be charged to 01.0100.0552.003008.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Pro Tech

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:06 AM

04/22/2021 10:25 AM

Started On: 04/20/2021 12:01 PM





125447  
1313 West Bagley Road • Berea, OH 44017  
Toll Free: 800-888-4002 • Local: 440-239-0100  
Fax: 440-239-9243  
www.protechsales.com

### Quote

**Date:** April 1, 2021 **Quote #:** 20210104 **Expires:** 60 Days  
**Department:** Williamson County Constable, Precinct 2 **ATTN:** Wade Fowler  
**Address:** 350 Discovery Blvd., **Cell:**  
**City:** Cedar Park **State:** TX **Zip:** 78613  
**Phone:** 512-260-4270 **Fax:** **E-Mail:** [wfowler@wilco.org](mailto:wfowler@wilco.org)

**Ship To Location:** (if different from above)

**Department:**

**ATTN:**

**Address:**

**City:**

**State:**

**Zip:**

Qty	Part Number	Description	Cost Each	Total Cost
4	20x34-IIIA	United Shield Small Shield, Level IIIA, 20" x 34", with View Port, 12.8 Lbs, "POLICE" ID, Carry Strap	\$1,235.00	\$4,940.00

**Federal Id#:** 34-1607042

**Delivery:**

**Quote by:** Gary P. Stryker

**E-mail:** [gstryker@protechsales.com](mailto:gstryker@protechsales.com)

**Title:** Vice President, Business Development

**Phone:** 224-765-4056

**Sub-Total:** \$4,940.00

**Shipping:** \$50.00

**Tax:**

**Total:** \$4,990.00

<b>Purchase Order #:</b>		<b>Date:</b>	
<b>Card Credit Type:</b>	<b>Exp Date:</b>	<b>Card #:</b>	<b>Sec Code:</b>
<b>Name on Card:</b>		<b>Billing Address:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	

**FOR OFFICE USE ONLY:**

**Source:**

To Accept: Please fill out ABOVE information, sign below and fax back.

x \_\_\_\_\_

**Commissioners Court - Regular Session****15.****Meeting Date:** 04/27/2021

SO Purchase of Rifles

**Submitted For:** Joy Simonton**Submitted By:** Laura Zavala, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of rifles from GT Distributors, in the amount of \$60,900.00 pursuant to Buyboard contract #603-20.

**Background**

Approval of this item will support the operations of the Sheriff's Office, Quote is attached for LWRC IC A5 SBR 10" Black Rifles. Point of Contact is Terry Ballard. This expenditure will be charged to 01 0410 0413 003008 (Seized Funds). Point of Contact is Terry Ballard.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

GT Dist. Gun Fund

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:04 AM

04/22/2021 10:06 AM

Started On: 04/15/2021 11:18 AM



GT Distributors - Austin  
P.O. Box 16080  
Austin TX 78761  
(512) 451-8298 Ext. 0000

Quote	QTE0135378
Date	4/9/2021
Page:	1

**Bill To:**

Williamson County (TX)  
100 Wilco Way  
Georgetown TX 78626

**Ship To:**

Williamson County (TX)  
508 South Rock St  
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
LWRC SEMI 040921	000022	BF		NET 15	0/0/0000	2,350,709
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
30	LWRC-ICA5R5B10S	LWRC IC A5 SBR 10" BLACK	EA	\$2,030.00	\$60,900.00	
1	NOTES:	Notes:  Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/21-03/31/22. Email BuyBoard PO's to info@buyboard.com				
0410.0413.3008						

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, your salesman was Adam Balak

Subtotal	\$60,900.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$60,900.00

*KW*

**Commissioners Court - Regular Session****16.****Meeting Date:** 04/27/2021

Brycomm Fiber Optic OSP Maintenance DIR-TSO-3698

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide Fiber Optic Maintenance in the not-to-exceed amount of \$21,500.00 per the terms of DIR Cooperative Contract #DIR-TSO-3698 and authorizing execution of the agreement.

**Background**

This agreement will provide routine inspections of the Williamson County plant fiber optic that include pole transfer, make ready contact, tree trimming and repair broken or loose wire. Department point of contact is Richard Semple. Funding source is 01.0100.0503.004500 for FY21.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

contract &amp; quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:16 AM

04/22/2021 10:28 AM

Started On: 04/20/2021 02:01 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR  
FIBER OPTIC OSP MAINTENANCE  
(DIR-TSO-3698)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC, (hereinafter “Service Provider”)**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

**As described in the attached Statement of Work/Quote, which is designated Exhibit “A” and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$21,500.00.**

**Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quote, which is incorporated herein as if copied in full;**
- B. DIR-TSO-3698; and**
- C. Any required insurance certificates evidencing required coverages.**

## VI.

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.



## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

## IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XII.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## XIII.

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XV.**

**Good Faith:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVIII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

Chris Gonzales  
Authorized Signature

\_\_\_\_\_  
Printed Name

Chris Gonzales  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2021

Date: April \_\_\_\_\_, 2021

**Exhibit(s)**  
**Statement of Work/Quote**  
**(Williamson County Fiber Optic OSP Maintenance)**



Williamson County  
TX

DIR CONTRACT  
NUMBER:  
DIR-TSO-3698



*Outside Plant Fiber Maintenance*

Prepared by:  
Chris Gonzales  
[chris.gonzales@brycomm.com](mailto:chris.gonzales@brycomm.com)  
O: 512-712-4008  
M: 512-569-5309  
Date: 3-17-21

Submit Contracts & PO's to: [chris.gonzales@brycomm.com](mailto:chris.gonzales@brycomm.com)

**BRYCOMM, LLC – WELL CONNECTED!**

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

**Project Name:** Williamson County Fiber Optic OSP Maintenance  
**Scope of Work:** Outside Plant Fiber Maintenance 10/01/20 – 9/30/21

**Estimated By:** Chris Gonzales

**Submit Contracts & PO's to:** [chris.gonzales@brycomm.com](mailto:chris.gonzales@brycomm.com)

## I. SCOPE OF WORK

### Fiber Optic OSP Maintenance

#### A. Plant Inspections

1. BryComm shall perform inspections of the Williamson County plant on a Biannual basis.
2. BryComm shall provide an exception-based inspection report for the previous inspection, in electronic format, to the Williamson County Network Manager. The report shall contain a list of observed deficiencies, including location and type, and actions taken to correct the deficiencies.
3. All observed deficiencies in the plant will need to be handled in the following ways:
  - a. "Routine" deficiencies are those that should be handled within 7 working days from the date the issue was noted. (See below list).
  - b. All observed "emergency" deficiencies posing an immediate threat to preservation of the plant will be corrected the same day that the deficiency was noted or reported with a proposed solution to the emergency deficiency to the network manager. Any issue outside of best practices will be reported with the biannual report for the network manager to decide on a course of action.
  - c. All other deficiencies will be reported on the biannual report with a recommendation for remediation to the network manager.
4. Deficiencies include but are not limited to:
  - a. Pole Transfer(s) - Routine and worked in conjunction with other utilities
  - b. Make Ready Per Contact - Routine unless within 40" of power
  - c. Tree Trimming (Per Span) - Routine
  - d. Broken / Loose Lashing Wire - Emergency
  - e. Weakened/Broken Hardware - Emergency
  - f. Re-work Slack - Routine
  - g. Install Slack Mgmt. - Routine
  - h. Tree Guard - Emergency, same day repair required
  - i. Loose Down Guy/Guy Guard - Routine

- j. Sheath Damage (Squirrel) – Emergency
- k. Height of Fiber Span not at 18ft over roadways and 15 ½ ft. standard - Emergency
- l. Cracked Splice Case(s) – Emergency

5. If, during the course of the inspection damaged plant is located, BryComm will test the affected section to determine strand continuity and notify Network Manager of damage. If all tested strands are viable and buffer tubes appear intact, BryComm will make repairs to the outer sheath of the plant to prevent further deterioration. However, if damage to buffer tube(s) is apparent, regardless of strand integrity, BryComm will submit a report in electronic format of condition to the Network Manager outlining the problem, repair cost estimates, recommendations, and schedule for replacement.

#### B. Tree Trimming

1. BryComm shall provide up to five (5) spans of tree trimming per year. All tree trimming shall be performed in strict accordance with specifications determined by City of Georgetown arborists and the applicable franchise provider. The pricing for additional tree trimming shall be provided at “Attachment A” prices.

#### C. Transfers/Make Ready

1. BryComm shall provide up to five (5) aerial only pole transfers and handle up to five (5) make ready requests per year. The intent of this coverage is for small numbers or isolated requests for work to be performed under the Maintenance contract. Any additional pole transfers or make ready requests required will be submitted by the BryComm to the Network Manager for written approval prior to performing any additional pole transfers. The pricing for the additional pole transfer and make ready requests shall be provided at “Attachment A” prices.
2. The cost to transfer from overhead to underground will be calculated separately on a case-by-case basis and performed under the extended part of the agreement.
3. BryComm shall produce and maintain records with respect to the nature and number of transfers performed and BryComm shall provide the Network Manager with an electronic report on a biannual basis.

#### D. Network Monitoring and Testing

##### 1. Network Testing

- a. BryComm shall perform OTDR sweeps for continuity on inactive fiber strands on a biannual basis. BryComm shall give seven days’ written notice before OTDR sweeping occurs. If routine sweeping reveals loss of continuity on any strand or high loss strands, BryComm shall notify the Network Manager in writing of any such occurrence and obtain further instructions on how to proceed.

b. BryComm shall perform uni-directional power tests on strands and perform specialty testing, i.e. chromatic dispersion, PMD, etc. as required.

c. BryComm shall maintain and track all OTDR test results. All testing documentation shall be provided to the Network Manager in electronic form with duplicate copies being maintained by BryComm for the duration of this Contract and associated Warranty period.

#### F. Repair Response Time and Emergency Notifications

1. BryComm shall establish and maintain an emergency on call system 24 hours a day, 7 days a week 365 days a year. The emergency number shall be provided to the Network Manager to be used should any outage occur. This number is used for emergencies during non-business hours.

2. When BryComm is alerted to a problem, BryComm shall make telephone contact with the Network Manager or designee within 30 minutes of receiving the alert during normal business hours or 1-hour during non-business hours.

3. BryComm shall be onsite within 2 hours of notification with the necessary staff and equipment to handle emergency repairs. Working with network management, BryComm shall identify the damaged area and immediately secure the Williamson County OSP plant to prevent further fiber damage or risk to the Public.

4. Failure to meet response times may result in one or more of the following non-performance penalties:

- a. A fine, at the discretion of the Network Manager, not to exceed \$500 per incident.
- b. Cancellation of contract.
- c. Disbarment from future bidding.

#### G. Communications Requirements

1. BryComm shall provide a Single Point of Contact for all communications.

2. With exception of the instances described in Paragraph F Response Time and Emergency Notifications, BryComm shall reply to all e-mail and voice mail communications by close of business the following business day and no later than 4:00pm CST/CDT.

#### H. Design Requirements

1. BryComm is required to have a full time RCDD on staff. BryComm may provide engineering and design services to Williamson County in order to coordinate construction, transfers, make ready requests and other such tasks as they pertain to the maintenance of the existing plant. The pricing for these design services shall be provided at "Attachment A" prices. BryComm shall provide a written proposal and preliminary work print to the Network Manager for written approval prior to providing these services.

## I. Documentation Requirements

1. BryComm shall provide all drafting services to document and maintain accurate and up to date electronic and hard copy documentation on the Williamson County plant. This documentation includes but is not limited to; as-built drawings for all work performed, new design documents, site information, designing plant improvement changes for review and approval, preparing preliminary prints/documentation for pole/trenching permits, gathering all environmental and utility information required under general permit to submit for construction permits and updating prints to reflect cable type and strand count conversion, etc. Pricing for these services are per 'Attachment A' pricing.
2. BryComm shall complete all as-built documentation within ten (10) business days from the date of completion of the physical work.

## J. Other Maintenance Requirements

1. Beyond the clearly defined aspects of this proposal, by virtue of securing a contract as it relates to Williamson County maintenance BryComm agrees to perform all work necessary to preserve the value and functionality of the plant which may include, but not be limited to: cable replacement, bulk transfers, termination, splicing, engineering, underground replacement, new pathway construction, or any other item(s) items which directly or indirectly effect the viability, usage, value or potential capacity of the Williamson County plant.
2. The pricing for these services shall be provided at "Attachment A" prices. If certain aspects of the work to be quoted are not listed on "Attachment A", then "Attachment A" will be amended to include such work. All work and "Attachment A" amendments will be subject to final approval of the Network Manager prior to commencement. BryComm shall provide a written proposal to the Network Manager for written approval prior to providing these services.

## II. PRICING SUMMARY:

Scope of Work		Cost
	Fiber Optic OSP Maintenance	\$21,500.00
		<b>\$21,500.00</b>



## OSP Maintenance Unit Pricing

### OSP (Outside Plant) Cabling Services Price Sheet - Labor Only

#### ATTACHMENT A

Part Number	Description	Unit of Measure	List Price	Zone 1 Discount	Quantity	Extended Cost
UC-OSP-001	Place New Fiber, Lashed (ABV), 1-1000'	ft.	\$ 1.11	30.00%	1	\$ 0.78
UC-OSP-002	Place New Fiber, Lashed (not ABV), 1-1000'	ft.	\$ 1.40	30.00%	1	\$ 0.98
UC-OSP-003	Place New Fiber, Lashed (ABV), over 1001'	ft.	\$ 1.06	30.00%	1	\$ 0.74
UC-OSP-004	Place New Fiber, Lashed (not ABV), over 1001'	ft.	\$ 1.27	30.00%	1	\$ 0.89
UC-OSP-005	Place New Fiber, Self-supporting (ABV), 1-1000'	ft.	\$ 1.93	30.00%	1	\$ 1.35
UC-OSP-006	Place New Fiber, SS (not ABV), 1-1000'	ft.	\$ 2.36	30.00%	1	\$ 1.65
UC-OSP-007	Place New Fiber, Self-supporting (ABV), over 1001'	ft.	\$ 1.79	30.00%	1	\$ 1.25
UC-OSP-008	Place New Fiber, SS (not ABV), over 1001'	ft.	\$ 2.21	30.00%	1	\$ 1.55
UC-OSP-009	Place New Strand, 1-1000' with hardware	ft.	\$ 1.14	30.00%	1	\$ 0.80
UC-OSP-010	Place New Strand, over 1001' with hardware	ft.	\$ 0.79	30.00%	1	\$ 0.55
UC-OSP-011	J-Hook Poles to temp. Cable	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-012	Place 2 Inner ducts in Existing Conduit, 1-1000'	ft.	\$ 1.41	30.00%	1	\$ 0.99
UC-OSP-013	Place 2 Inner ducts in Existing Conduit, over 1001'	ft.	\$ 1.36	30.00%	1	\$ 0.95
UC-OSP-014	Place New Fiber Cable in Existing Conduit or DOM, 1-1000'	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-015	Place New Fiber Cable in Existing Conduit or DOM, over 1001'	ft.	\$ 0.93	30.00%	1	\$ 0.65
UC-OSP-016	Place new DOM (Duct on Messenger)	ft.	\$ 1.71	30.00%	1	\$ 1.20
UC-OSP-017	Place new Strand (Catenary Wire) 1/4" or 3/8"	ft.	\$ 0.79	30.00%	1	\$ 0.55
UC-OSP-018	Overlash New Fiber to Existing	ft.	\$ 1.21	30.00%	1	\$ 0.85
UC-OSP-019	1/2" Penetration thru Masonry	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-020	1/2" Penetration thru Siding/Sheetrock	ea.	\$ 64.29	30.00%	1	\$ 45.00
UC-OSP-021	Place 1" EMT Above False Ceiling, 1-200'	ft.	\$ 12.14	30.00%	1	\$ 8.50
UC-OSP-022	Place 1" EMT Above False Ceiling, over 201'	ft.	\$ 10.00	30.00%	1	\$ 7.00
UC-OSP-023	Place Fiber thru EMT, 1-200'	ft.	\$ 1.13	30.00%	1	\$ 0.79
UC-OSP-024	Place Fiber thru EMT, over 201'	ft.	\$ 1.06	30.00%	1	\$ 0.74
UC-OSP-025	Place 19" or 23" Bolt-down Rack, grounding, power strip	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-026	Place Free-standing Rack + sides + fans, grounding, power strip	ea.	\$ 214.29	30.00%	1	\$ 150.00
UC-OSP-027	Place 24 port Light guide Box + 6 packs in rack	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-028	Place 12/24 Light guide Box + 6 packs on wall	ea.	\$ 121.43	30.00%	1	\$ 85.00
UC-OSP-029	Place Polished SC or ST connector/Terminate SM Fiber	ea.	\$ 28.57	30.00%	1	\$ 20.00
UC-OSP-030	Place Polished SC or ST connector/Terminate MM Fiber	ea.	\$ 28.57	30.00%	1	\$ 20.00
UC-OSP-031	Hang or Rehang splice case	ea.	\$ 164.29	30.00%	1	\$ 115.00
UC-OSP-032	Place or Replace Loopers (Slack Mgmt Brackets)	Pair	\$ 142.86	30.00%	1	\$ 100.00
UC-OSP-033	Place or Replace Tie Wraps (Slack Coil)	ea.	\$ 7.06	30.00%	1	\$ 4.94
UC-OSP-034	Place Extension Bracket	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	ea.	\$ 41.43	30.00%	1	\$ 29.00
UC-OSP-036	Fusion Splicing, SM Fiber	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-037	Fusion Splicing, SM Fiber (72 strand minimum)	ea.	\$ 35.71	30.00%	1	\$ 25.00
UC-OSP-038	Fusion Splice MM Fiber	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-039	Fusion Splice MM Fiber (72 strand minimum)	ea.	\$ 35.71	30.00%	1	\$ 25.00
UC-OSP-040	Uni-Direction OTDR Testing (single wavelength)	ea.	\$ 12.86	30.00%	1	\$ 9.00
UC-OSP-041	Bi-Directional OTDR Testing (single wavelength)	ea.	\$ 20.00	30.00%	1	\$ 14.00
UC-OSP-042	Uni-Direction OTDR Testing (dual wavelength)	ea.	\$ 15.71	30.00%	1	\$ 11.00
UC-OSP-043	Bi-Directional OTDR Testing (dual wavelength)	ea.	\$ 22.86	30.00%	1	\$ 16.00
UC-OSP-044	Uni-Direction Power Meter Testing (single wavelength)	ea.	\$ 17.14	30.00%	1	\$ 12.00
UC-OSP-045	Bi-Directional Power Meter Testing (single wavelength)	ea.	\$ 24.29	30.00%	1	\$ 17.00
UC-OSP-046	Uni-Direction Power Meter Testing (dual wavelength)	ea.	\$ 20.00	30.00%	1	\$ 14.00
UC-OSP-047	Bi-Directional Power Meter Testing (dual wavelength)	ea.	\$ 27.14	30.00%	1	\$ 19.00
UC-OSP-048	Transfer In line Cable	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-049	Pole Make Ready (for cable assignment)	ea.	\$ 64.29	30.00%	1	\$ 45.00
UC-OSP-050	Contact Steel Pole (up to 40')	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-051	Transfer Cable at Deadend Pole	ea.	\$ 107.14	30.00%	1	\$ 75.00

UC-OSP-052	Transfer Down or Overhead Guy	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-053	Transfer False Deadend Pole	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-054	Transfer Extension Bracket	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-055	Transfer Riser Cable & U-guard	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-056	Transfer 90 degree Bend with Cable	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-057	Transfer 90 degree Bend only	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-058	Transfer 90 degree Bend w/Cable & Conc. Cap	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-059	Transfer 90 degree Bend Only w/Concrete Cap	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-060	Transfer Sidewalk Guy	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-061	Top Pole	ea.	\$ 107.14	30.00%	1	\$ 75.00
UC-OSP-062	Unlash/Relash Broken Lashing Wire	ft.	\$ 0.71	30.00%	1	\$ 0.50
UC-OSP-063	Remove Guy and Anchor	ea.	\$ 171.43	30.00%	1	\$ 120.00
UC-OSP-064	Remove Guy Only	ea.	\$ 71.43	30.00%	1	\$ 50.00
UC-OSP-065	Delash Cable	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-066	Remove/Replace Strand	ft.	\$ 1.36	30.00%	1	\$ 0.95
UC-OSP-067	Remove Strand, 1 - 1000'	ft.	\$ 1.29	30.00%	1	\$ 0.90
UC-OSP-068	Remove Strand, 1000' minimum	ft.	\$ 0.64	30.00%	1	\$ 0.45
UC-OSP-069	Remove Cable+Strand, 1 - 1000'	ft.	\$ 2.00	30.00%	1	\$ 1.40
UC-OSP-070	Remove Cable+Strand, 1000' minimum	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-071	Remove Self-supporting Cable, 1 - 1000'	ft.	\$ 1.43	30.00%	1	\$ 1.00
UC-OSP-072	Remove Self-supporting Cable, 1000' minimum	ft.	\$ 0.71	30.00%	1	\$ 0.50
UC-OSP-073	Remove Cable via Unlashing, 1-1000'	ft.	\$ 1.36	30.00%	1	\$ 0.95
UC-OSP-074	Remove Cable via Unlashing, over 1001'	ft.	\$ 1.07	30.00%	1	\$ 0.75
UC-OSP-075	Remove Telephone Pole in Dirt (30')	ea.	\$ 500.00	30.00%	1	\$ 350.00
UC-OSP-076	Remove Telephone Pole in Dirt (40')	ea.	\$ 571.43	30.00%	1	\$ 400.00
UC-OSP-077	Remove Telephone Pole in Dirt (50')	ea.	\$ 642.86	30.00%	1	\$ 450.00
UC-OSP-078	Remove Telephone Pole in Concrete/Asphalt (30')	ea.	\$ 714.29	30.00%	1	\$ 500.00
UC-OSP-079	Remove Telephone Pole in Concrete/Asphalt (40')	ea.	\$ 785.71	30.00%	1	\$ 550.00
UC-OSP-080	Remove Telephone Pole in Concrete/Asphalt (50')	ea.	\$ 857.14	30.00%	1	\$ 600.00
UC-OSP-081	Place New Telephone Pole in Dirt (30')	ea.	\$ 928.57	30.00%	1	\$ 650.00
UC-OSP-082	Place New Telephone Pole in Dirt (40')	ea.	\$ 1,071.43	30.00%	1	\$ 750.00
UC-OSP-083	Place New Telephone Pole in Dirt (50')	ea.	\$ 1,357.14	30.00%	1	\$ 950.00
UC-OSP-084	Place New Telephone Pole in Concrete/Asphalt (30')	ea.	\$ 1,142.86	30.00%	1	\$ 800.00
UC-OSP-085	Place New Telephone Pole in Concrete/Asphalt (40')	ea.	\$ 1,285.71	30.00%	1	\$ 900.00
UC-OSP-086	Place New Telephone Pole in Concrete/Asphalt (50')	ea.	\$ 1,571.43	30.00%	1	\$ 1,100.00
UC-OSP-087	Remove cable from DOM	ft.	\$ 0.57	30.00%	1	\$ 0.40
UC-OSP-088	Remove UG Cable to Clear Duct	ft.	\$ 0.57	30.00%	1	\$ 0.40
UC-OSP-089	Remove Cable and Install Pull String	ft.	\$ 1.21	30.00%	1	\$ 0.85
UC-OSP-090	Place or Replace Anchor w 1/2" Rod	ea.	\$ 285.71	30.00%	1	\$ 200.00
UC-OSP-091	Hand Dig New Anchor	ea.	\$ 357.14	30.00%	1	\$ 250.00
UC-OSP-092	Place New or Replace Overhead Guy	ft.	\$ 0.71	30.00%	1	\$ 0.50
UC-OSP-093	Place, Replace or Rehoist Down Guy	ea.	\$ 64.29	30.00%	1	\$ 45.00
UC-OSP-094	Place or Replace Guy Guard	ea.	\$ 50.00	30.00%	1	\$ 35.00
UC-OSP-095	Place New or Replace Sidewalk Guy	ea.	\$ 57.14	30.00%	1	\$ 40.00
UC-OSP-096	Place New Riser	ea.	\$ 42.86	30.00%	1	\$ 30.00
UC-OSP-097	Place or Replace Riser Guard	ea.	\$ 57.14	30.00%	1	\$ 40.00
UC-OSP-098	Place or Replace ground rod	ea.	\$ 57.14	30.00%	1	\$ 40.00
UC-OSP-099	Cleat Cable to Building, 1-500'	ft.	\$ 3.93	30.00%	1	\$ 2.75
UC-OSP-100	Cleat Cable to Building, over 501'	ft.	\$ 2.79	30.00%	1	\$ 1.95
UC-OSP-101	Tree Trimming (per span)	ea.	\$ 225.00	30.00%	1	\$ 157.50
HC-OSP-001	Slack Mgmt to support repair or construction activity (drop or rehang)	hr.	\$ 50.00	30.00%	1	\$ 35.00
HC-OSP-002	Troubleshoot Fiber, Isolate Problem	hr.	\$ 64.29	30.00%	1	\$ 45.00
HC-OSP-003	Field and Design	hr.	\$ 68.57	30.00%	1	\$ 48.00
HC-OSP-004	Permit	hr.	\$ 50.00	30.00%	1	\$ 35.00
HC-OSP-005	CAD to Bentley Data Conversion and Workstation Support	hr.	\$ 68.57	30.00%	1	\$ 48.00
HC-OSP-006	Print Reproduction (Utility Job Prints)	hr.	\$ 50.00	30.00%	1	\$ 35.00
HC-OSP-007	Disk Production (ring or job prints)	hr.	\$ 50.00	30.00%	1	\$ 35.00

HC-OSP-011	Supervisor Labor	hr.	\$ 55.71	30.00%	1	\$ 39.00
HC-OSP-012	Lineman Labor	hr.	\$ 30.00	30.00%	1	\$ 21.00
HC-OSP-013	3man line crew	hr.	\$ 135.71	30.00%	1	\$ 95.00
HC-OSP-014	Bucket Truck Usage	hr.	\$ 107.14	30.00%	1	\$ 75.00
HC-OSP-015	Digger Derrick Truck Usage (for placing telephone poles)	hr.	\$ 178.57	30.00%	1	\$ 125.00
	*ABV = Access By Vehicle					

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.



**Chris Gonzales**

Division Manager - OSP

O: 512-712-4008 x126 | M: 512-569-5309

[www.brycomm.com](http://www.brycomm.com)

Security License #B17431

**Commissioners Court - Regular Session****17.****Meeting Date:** 04/27/2021

SOS Communications at Berry Springs Park and EMS Station in Weir

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving agreement between Williamson County and SOS Communications, LLC to provide the internet services with a one-time installation fee of \$99.00 and month-to-month fee of \$120.00 (Elite Package) for Berry Springs Park, a one-time installation fee of \$99.00 and month-to-month \$200.00 (Professional Package) for EMS Station in Weir and authorizing the execution of this agreement.

**Background**

Three (3) provider quotes were obtained for the services. SOS Communications was selected and offers several service packages. The County opted for the Elite and the Professional Packages. The Elite package includes 25 mbps download and 5 mbps upload speed for Berry Springs Park located at 1801 CR 152, Georgetown, TX 78626 and the Professional Package includes 50 mbps download and 15 mbps upload speed for EMS Station located at 450 FM 1005 Weir, TX 78674. Department Point of Contact Richard Semple. Funding Source 01.0100.0503.004210.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

proposal

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:30 AM

04/22/2021 10:31 AM

Started On: 04/20/2021 02:01 PM



April 7th, 2020

Williamson County IT Service  
Attn: Thomas Gillespie

Address: 450 FM 1105 Weir TX 78674

Address: 1801 CR 152 Georgetown TX 78626

Per your request below is the installation and plan prices discussed with Rick Hughes, our Network Manager. If you have any questions, feel free to reach out to me.

Installation:

Our Standard Install is \$99 per radio installed.

Our plans are as follows:

Elite	25mbps download x 5mbps upload	\$ 120
Business	30 mbps download x 10 mbps upload	\$ 160
Professional	50 mbps download x 15 mbps upload	\$ 200

Thank you

**Candice Hill**

General Manager

SOS Communications LLC





## INSTALLATION INFORMATION

SOS Communications shall perform all the work necessary to properly install the internet service at the address listed above. Details will be discussed with me by the technician. I understand and agree to the associated cost listed below.

### Installation cost consist of ...

1. Standard Install - \$99

*Additional* items that may be required or requested, and will be discussed with you by the tech prior to install, will be included on your installation invoice.

1. *IF NEEDED*, Tripod (up to 20' pole) cost of \$50 **OR** 50' Pole cost of \$150
2. *If a Wall Drop* is required or requested, the cost is \$75 per drop.

2. Point-to-Point Install - \$ 250

*Additional* items that may be required or requested, and will be discussed with you by the tech prior to install, will be included on your installation invoice -

1. *IF NEEDED*, Tripod (up to 20' pole) cost of \$50 **OR** 50' Pole cost of \$150
2. *If a Wall Drop* is required or requested, the cost is \$75 per drop.

Our tech will discuss the best plan based on your area and needs. **Your service plan will be *prorated* from the date of install to the end of the month.**

## SERVICE TERMS AND CONDITIONS

1. **SOS offers internet speeds with UP TO speeds.**
2. ***SOS provides NO guarantee that maximum speed of your plan will be available 100% of the time.***
3. SOS makes no guarantees, express or implied, regarding uptime for our wireless service. However, SOS will endeavor to restore service as quickly as possible.
4. Wireless internet is the means by which we deliver internet services to your home or business. This is not the same a WiFi service within your facility. Wifi is made possible through a wireless router. ***We suggest TP Link or Linksys routers, as they are the most user friendly.***
5. We do not provide support for connections to TV's, tablet's, phone's, game consoles, printers or security cameras. Any customer device which relies upon internet to function is solely the customer's responsibility to set up and operate.
6. We do not configure third party routers, switches or provide guidance how to configure static IPs on customer equipment. If you encounter issues with your equipment, you need to contact a technical professional to assist you.
7. Like your electric utility, we bring the internet to your home or business. How you use it is your business. However, if you engage in illegal activities, law enforcement agencies may require SOS assistance in validating usage.
8. We monitor our network including any and all equipment we install at your location.



9. If your equipment (ie: computer, tablet, etc) gets a malware virus and/or causes issues with our network your account will be suspended until the virus is removed.
10. Signal amplifiers are not allowed because they can cause signal interference issues with your SOS service.
11. We do not offer port forwarding, VOIP, microcells or VPN services. You should use a third party to establish and maintain these services.
12. **If you work from home, you should have a backup plan should there be an unexpected SOS service interruption. SOS is not responsible for loss of data, reports or connectivity with your office. A residential plan assumes the connection is not for business purposes.**
13. **Payment is due on or before the 5th of each month. A \$10 late fee will be charged on the 6<sup>th</sup>. There is a \$25 charge for any NSF check.**
14. Monthly rates are subject to change to stay within the market parameters.
15. From time to time we do maintenance on our towers and equipment. Every effort will be made to schedule these operations with prior notice and at non-peak utilization periods.
16. Should a customer become abusive, threatening or use unacceptable language with SOS personnel, the company may choose to terminate service and remove SOS equipment from your premises without further consideration. This applies to customers who call the SOS office repeatedly in an annoying and harassing manner.
17. When you cancel service with SOS Communications, we have the right to remove our equipment from the outside of your house without notice.

#### Service calls

**\$50 / hour (\$ 75 / hour, If you have a pole); one hour minimum.**

1. **Any damages to equipment or cable from pets, children, other vendors, neighbors, vermin, and animals are the customer's responsibility.**
2. **When contacting the office regarding service issues, SOS may request your assistance in trouble shooting. This should shorten down time and possibly avoid trip and service charges.**
3. **Insurance covers the 1<sup>st</sup> hour.**

By signing I acknowledge that I have read, understand and agree to the SOS Terms and Conditions of Service.



## SERVICE TERMS AND CONDITIONS

1. **SOS offers internet speeds with maximum up to speeds. *SOS provides NO guarantee that maximum speed of your plan will be available 100% of the time.***
2. SOS makes no guarantees, express or implied, regarding uptime for our wireless service. However, SOS will endeavor to restore service as quickly as possible.
3. We do not provide support for connections to TV 's, tablet's, phone's, game consoles, printers or security cameras. Any customer device which relies upon internet to function is solely the customer's responsibility to set up and operate.
4. We do not configure third party routers, switches or provide guidance how to configure static IPs on customer equipment. If you encounter issues with your equipment, you need to contact a technical professional to assist you.
5. Like your electric utility, we bring the internet to your home or business. How you use it is your business. However, if you engage in illegal activities, law enforcement agencies may require SOS assistance in validating usage.
6. We monitor our network including any and all equipment we install at your location.
7. If your equipment (ie: computer, tablet, etc) gets a malware virus and/or causes issues with our network your account will be suspended until the virus is removed.
8. Signal amplifiers are not allowed because they can cause signal interference issues with your SOS service.
9. We do not offer port forwarding, VOIP, microcells or VPN services. You should use a third party to establish and maintain these services.
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12. Monthly rates are subject to change to stay within the market parameters.
13. From time to time we do maintenance on our towers and equipment. Every effort will be made to schedule these operations with prior notice and at non-peak utilization periods.
14. Wireless internet is the means by which we deliver internet services to your home or business. This is not the same a WiFi service within your facility. Wifi is made possible through a wireless router. We suggest TP Link or Linxsys routers, as they are the most user friendly.
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4. **Insurance covers the 1<sup>st</sup> hour.**

By signing I acknowledge that I have read, understand and agree to the SOS Terms and Conditions of Service.

**Commissioners Court - Regular Session****18.****Meeting Date:** 04/27/2021

Wilco Expo Concession Stand Wall Panels

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving agreement between Williamson County and Austin Montgomery d/b/a The Roof Co. to provide wall repair services at the Williamson County Expo Concession Stand wall in the not-to-exceed amount of \$10,323.55 per the TIPS Co-Op Contract #200201 and authorizing the execution of this agreement.

**Background**

This service will provide the wall restoration and remodel of the Williamson County Expo Concession Stand wall panels located at 5350 Bill Pickett Trail, Taylor, TX 76574. Department point of contact will be Dale Butler. Funding source 01.0100.1047.004509 for FY21.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

contract &amp; quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:12 AM

04/22/2021 10:27 AM

Started On: 04/20/2021 02:01 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT**  
**(Wilco Expo Concession Stand Wall Panels)**  
**(TIPS #200201)**  
**(The Roof Co.)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Austin Montgomery d/b/a The Roof Co.** (hereinafter “Service Provider”), with mailing address at 141 Woods Ln., Bruceville, TX 76630 (phone 254-722-0833). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

## II.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Proposal, dated March 15, 2021, which is incorporated herein as if copied in full;
- B. TIPS #200201; and
- C. Any required insurance certificates evidencing required coverages.

## III.

**No Assignment:** Service Provider may not assign this contract.

## IV.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached Statement of Work/Proposal, dated March 15, 2021, which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$10,323.55, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## VI.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000

Aggregate policy limits

No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Proposal, dated March 15, 2021, which is incorporated herein as if copied in full.

## IX.

**Good Faith:** Service Provider agrees to act in good faith in the performance of this agreement.

## X.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## XI.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

## XII.

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

### **XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

### **XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### **XV.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

### **XVI.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

### **XVII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.



Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to be effective as of the date of the last party's execution below.

County:

\_\_\_\_\_  
Hon. Bill Gravell  
Williamson County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

Service Provider:

*Erin Montgomery*  
Authorized Representative

Date: April 13, 2021

Exhibit(s)  
Statement of Work/Proposal,  
March 15, 2021  
(Incorporated herein as if copied in full)

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Client: Wilco Expo Concession Stand Wall Panels  
Property: 5350 Bill Pickett Trail  
Taylor, TX 76574

Home: (254) 654-1495

Operator: AUSTIN

Estimator: Austin Montgomery  
Position: Founder  
Company: The Roof Co. Waco

Cellular: (254) 722-0833

E-mail: Austin@theroofcowaco.com

TIPS # 200201

Type of Estimate: Other  
Date Entered: 3/15/2021 Date Assigned:  
Date Est. Completed: 3/15/2021 Date Job Completed:

Price List: TXAU8X\_MAR21  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 2021-03-15-2217

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2021-03-15-2217

**General Conditions**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Commercial Supervision / Project Management - per hour	40.00 HR @	70.00 =	2,800.00
5. Scissor lift - 26' platform height (per week)	2.00 WK @	517.50 =	1,035.00
7. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA @	423.77 =	423.77

**Demo**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2. Remove Fiber cement lap siding - 6"	480.00 SF @	1.50 =	720.00

**Build Back**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
8. MBCI Wall Panel 24 Ga. Pre-finished Sig 200 or 300 color	480.00 SF @	4.99 =	2,395.20

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### Summary

Line Item Total	7,373.97
Overhead	1,474.79
Profit	1,474.79
	<hr/>
<b>Replacement Cost Value</b>	<b>\$10,323.55</b>
<b>Net Claim</b>	<b>\$10,323.55</b>
	<hr/> <hr/>

*Austin Montgomery, Erin Montgomery*  
Austin Montgomery  
Founder

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**Recap of Taxes, Overhead and Profit**

	Overhead (20%)	Profit (20%)
Line Items	1,474.79	1,474.79
Total	1,474.79	1,474.79

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### Recap by Room

Estimate: 2021-03-15-2217

General Conditions	4,258.77	57.75%
Demo	720.00	9.76%
Build Back	2,395.20	32.48%
<hr/>		
Subtotal of Areas	7,373.97	100.00%
<hr/>		
Total	7,373.97	100.00%

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### Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	1,143.77	11.08%
HEAVY EQUIPMENT	1,035.00	10.03%
LABOR ONLY	2,800.00	27.12%
METAL STRUCTURES & COMPONENTS	2,395.20	23.20%
O&P Items Subtotal	7,373.97	71.43%
Overhead	1,474.79	14.29%
Profit	1,474.79	14.29%
Total	10,323.55	100.00%



**Commissioners Court - Regular Session****19.****Meeting Date:** 04/27/2021

Justice Center Basement Pre-Trial Office Finishout (P515) Talex WA4

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a report on the Williamson County Justice Center Basement Pre-Trial Office Finishout Project Work Authorization #4 with Talex Inc., Engineers in the amount of \$49,000 to expire on May 4, 2022. Project Manager, Tom Stanfield will be the point of contact for this project. Funding source is P515

**Background**

On November 24, 2020, the Williamson County Commissioners Court approved the First Amended and Restated Agreement for Architectural and Engineering Services which modifies the compensation method of the original agreement by setting forth the payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the County; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force as per Agreement for Architectural and Engineering Services dated effective January 30, 2019.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CJC Basement Pre-Trial Talex WA4

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/22/2021

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/22/2021 10:09 AM

04/22/2021 10:33 AM

Started On: 04/22/2021 09:55 AM



## WORK AUTHORIZATION NO. 4

**PROJECT:** Justice Center Basement Pre-Trial Office Finishout ("Project")

**ARCHITECT/**

**ENGINEER:** Talex Inc., Engineers ("A/E")  
Tom Alexander, PE, President  
763 Tumbleweed Trail  
Lockhart, TX 78644

**COUNTY'S DESIGNATED**

**REPRESENTATIVE:** Williamson County Facilities Department  
Attn: Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

**THIS WORK AUTHORIZATION NO. 4**, is made pursuant to the terms and conditions of the First Amended and Restated Agreement for Architectural and Engineering Services dated **November 24, 2020**, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

### ARTICLE 1

A/E shall provide Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

### ARTICLE 2

The maximum amount payable to A/E for Basic Services under this Work Authorization without modification is Forty-Nine Thousand Dollars (\$49,000), as set forth in **Attachment B** of this Work Authorization. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

### ARTICLE 3

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on May 04, 2022, as set forth in **Attachment C** of this Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this

Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

#### ARTICLE 4

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

#### ARTICLE 5

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

#### ARTICLE 6

This Work Authorization is hereby accepted and acknowledged below.

A/E:

COUNTY:

Talex Inc., Engineers

Williamson County, Texas

By: T.R. ALEXANDER  
Signature

By: \_\_\_\_\_  
Signature

Thomas R. Alexander, P.E.  
Printed Name

\_\_\_\_\_  
Printed Name

President, Talex, Inc.  
Title

\_\_\_\_\_  
Title

Date Signed: 4/22/2021

Date Signed: \_\_\_\_\_

## ATTACHMENT A

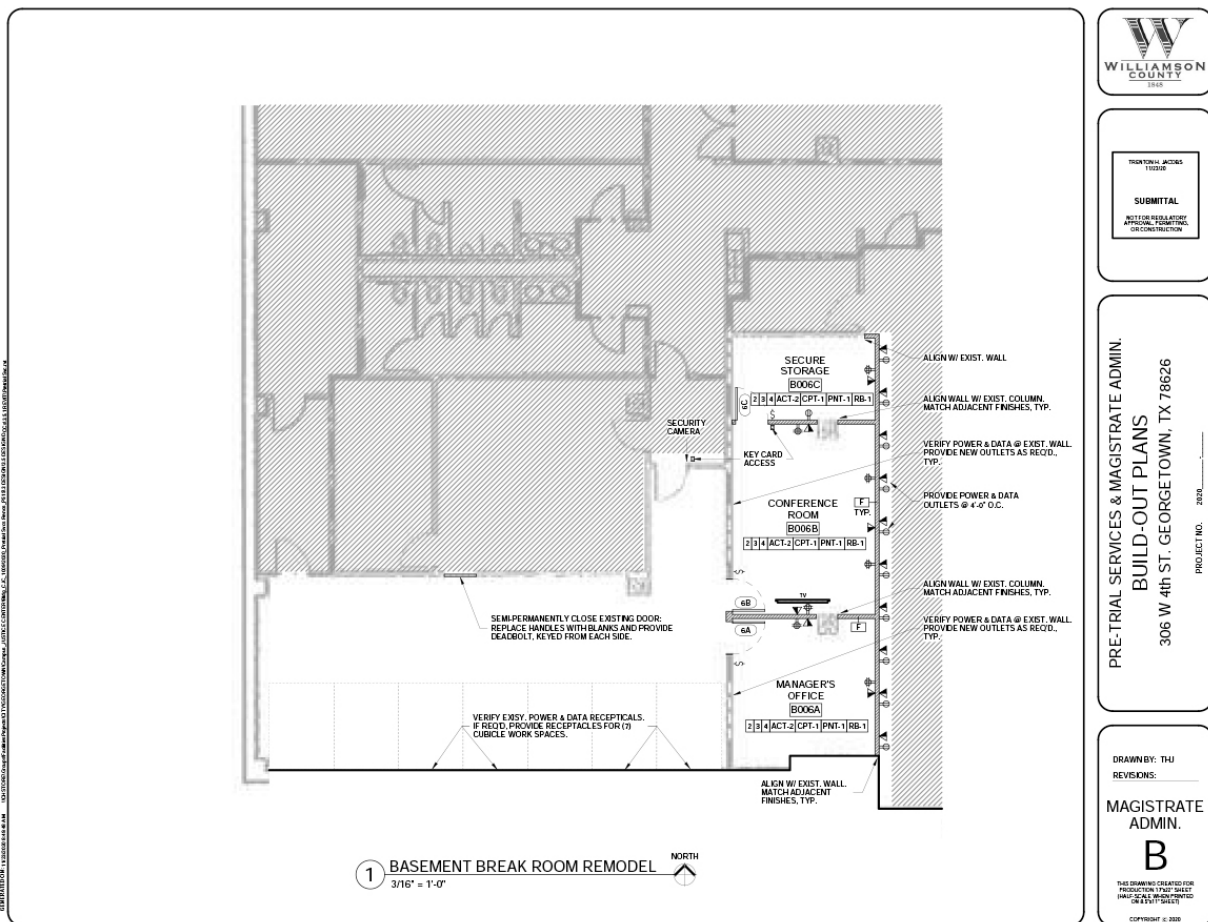
### BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

#### SCOPE OF WORK:

Williamson County Criminal Justice Center  
405 Martin Luther King St.  
Georgetown, TX 78626  
P#515



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement or Supplemental Work Authorization.

**Phase I+II – DESIGN DEVELOPMENT – Program, Plans, Outline Specifications and Estimate**

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- E. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the structural, mechanical, plumbing, and electrical work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:**

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- B. Receive and respond to permitting comments by the local jurisdiction having review authority.
- C. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by Contractor which does not meet the requirements of the

- Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
  - F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
  - G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
  - H. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

## ATTACHMENT B

### FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee: 

<b>\$ 49,000</b>
------------------

 100%

100% 

<b>Talex Inc., Engineers</b>
<b>\$ 49,000</b>

**Phase I+II - DESIGN DEVELOPMENT**

<b>\$ 29,400</b>
------------------

 60%

Talex Inc., Engineers 

<b>\$ 29,400</b>
------------------

**Phase III - CONSTRUCTION DOCUMENTS**

<b>\$ -</b>
-------------

 0%

Talex Inc., Engineers 

<b>\$ -</b>
-------------

**Phase IV - REGULATORY REVIEW AND PERMITS**

<b>\$ -</b>
-------------

 0%

Talex Inc., Engineers 

<b>\$ -</b>
-------------

**Phase V - BIDDING, AWARD, AND EXECUTION**

<b>\$ -</b>
-------------

 0%

Talex Inc., Engineers 

<b>\$ -</b>
-------------

**Phase VI - CONSTRUCTION ADMINISTRATION**

<b>\$ 19,600</b>
------------------

 40%

Talex Inc., Engineers 

<b>\$ 19,600</b>
------------------

**Phase VII - PROJECT CLOSE-OUT**

<b>\$ -</b>
-------------

 0%

Talex Inc., Engineers 

<b>\$ -</b>
-------------



## ATTACHMENT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Three Hundred Sixty-Five (365 Days) calendar days** from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.  
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date **05/04/21**

#### **Phase I+II - DESIGN DEVELOPMENT**

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60% Plans, Specifications and Estimate deliverables	06/03/21
County written authorization to proceed to next phase	06/15/21

#### **Phase III - CONSTRUCTION DOCUMENTS**

---

Complete Plans, Specifications and Estimate deliverables	07/15/21
County written authorization to proceed to next phase	07/27/21

#### **Phase IV - REGULATORY REVIEW AND PERMITS**

---

Sealed Plans and Specifications and Estimate deliverables to County	08/03/21
Plans submittal to TDLR and Permit application submittal to City	08/10/21
Construction Permits received from City	09/09/21

#### **Phase V - BIDDING, AWARD, AND EXECUTION**

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Contract Award	09/10/21
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#### **Phase VI - CONSTRUCTION ADMINISTRATION\***

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Contractor Notice to Proceed	09/13/21
Construction Substantial Completion	10/13/21

## **Phase VII - PROJECT CLOSE-OUT**

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Record Documents deliverables

11/12/21

Agreement Termination Date

**05/04/22**

**Commissioners Court - Regular Session****20.****Meeting Date:** 04/27/2021

Temporary Construction Easement - Tradesman Park Drive

**Submitted For:** Terron Evertson**Submitted By:** Kelly Murphy,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a temporary construction easement with CR & H Joint Venture for filling and establishing the ditch embankment along Tradesmen's Park Drive.

**Background**

This work is part of the Tradesmen Industrial Park Improvements Project. The drainage channel beside the roadway was beginning to undermine and degrade the roadway. The proposal is to armor the channel with concrete to prevent future degradation and damage to the roadway.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

TCE- Tradesmens Park Dr

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 09:20 AM

Started On: 04/15/2021 11:49 AM

## **TEMPORARY CONSTRUCTION EASEMENT**

### **KNOW ALL MEN BY THESE PRESENTS:**

That CR & H Joint Venture, Parcel No. R334165, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars (\$5.00) and other good and valuable consideration paid by Director of Road and Bridge, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement (TCE) for the purpose of filling and establishing the ditch embankment therewith, in, along, upon and across the property as necessary to carry out the purposes of this TCE. The work on the property shall be in the location of, subject to, and shall comply with any notes, details, specifications, or other requirements of restrictions as shown on Exhibit "A".

The parties agree further as follows:

Prior to the beginning of work within the TCE area described in Exhibit "A", Grantor(s) shall clear area of material and equipment.

This TCE shall be in full force and effect at all times during the accomplishment and completion of the work activities described above. This TCE shall terminate and the easement rights shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the work upon the property, or on the date of completion of project completion, whichever occurs first.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the property.

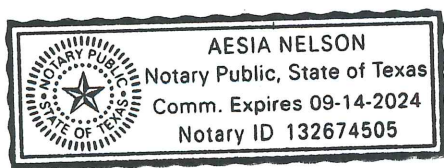
IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 14th  
day of April, 2021.

Darrell Heald CR+H  
By: DH Heald  
Its: Managing Partner

Acknowledgment

State of Texas                   §  
  §  
County of Williamson       §

This instrument was acknowledged before me on this the 14th day of April, 2021  
by Aesia Nelson, in the capacity and for the purposes and consideration  
recited herein.



Aesia Nelson  
Notary Public, State of Texas





10' x 40' Temporary  
Construction Easement  
CR&H Joint Venture,  
Parcel No. R334165



Legend

Address

Address

Road & Bridge Roads

Wilco Roads

— WILLIAMSON

MAINTAINED

Streets

Streets

Notes

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

0 50 100 ft

1:564

4/13/2021 2:19:47 PM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Commissioners Court - Regular Session****21.****Meeting Date:** 04/27/2021

Diamond 2586 WA5 CR 307 N of CR 305

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of \$27,570.00 to expire on December 31, 2022 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 307 North of CR 305 Jarrell. Funding source: P394

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Diamond 2586 WA5 CR 307 N of CR 305

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/22/2021

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

04/21/2021 03:56 PM

04/22/2021 09:09 AM

Started On: 04/20/2021 09:43 AM



## **WORK AUTHORIZATION**

### **WORK AUTHORIZATION NO. 5**

#### **PROJECT: CR 307 NORTH OF CR 305 JARRELL**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$27,570.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2022. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURVEYOR:

Diamond Surveying

By:   
Signature

SHANE SHAFER

Printed Name

PRESIDENT

Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Rate Schedule

Attachment A

Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- D. Provide aluminum caps for iron rods, if applicable.
- E. Provide brass caps for flush mount ROW markers, if applicable.



## Attachment B

### Services to be Provided by Surveyor:

The following scope of services is for one (1) right-of-way acquisition Parcel and for a topographic survey. Limits from the intersection of CR 307 and CR 305 to the north along CR 307 for approximately 3,750 feet and being arm length outside existing east right-of-way line CR 307 and arm length outside proposed west right-of-way line CR 307.

1. Perform office and field work necessary to establish State Plane Coordinates for the Project. Bearing Basis: NAD-83, Texas Central (4203), State Plane System. Coordinates for this Project will be Surface Coordinates based on the Combined Surface Adjustment Factor of 1.00014 per existing CR 305 Project. Vertical Datum: NAVD-88. Field work necessary to set survey control points along route to include two (2) pairs of recoverable project monumentation at each end of the project. And office work to process and analyze the on-the ground traverse and conventional levels.
2. Identify existing right-of-way and side boundary lines: Perform office work necessary to research deed information of the tract of land to be acquired and adjoining tracts. Prepare field packets for use by survey field crew to recover boundary monumentation. Additionally, Surveyor shall prepare and send Right-of-Entry letter (a standard form document to be provided by Client). Perform field work necessary to find and tie sufficient right-of-way and boundary monumentation along the route. Perform office work to analyze field work to finalize boundary lines.
3. Perform office and field work necessary for a topographic survey. Field work to locate visible above ground utilities (Does not include Utility One-Call (811 Digtess) request by Surveyor. Take sufficient ground shots to produce one (1) foot contours. Office work to analyze, process survey data.
4. Preliminary and Final Surveys: Perform office work to prepare a Preliminary Standard Land Survey for Title Company to prepare a Commitment for Title Insurance. Office and Field work necessary to prepare a Land Title Survey upon receipt of Commitment for Title Insurance. Surveyor shall review Schedule "B" of Commitment for Title Insurance (to be provided by Client) and address any easements or setbacks that may affect the subject tract. Surveyor shall prepare metes and bounds description with sketch for right-of-way acquisition Parcel. Provide County with original signed and sealed paper copies for the Land Title Survey.  
Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.
5. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Sign and seal final documents. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

Deliverables: An electronic ACAD file in Surface Coordinates (with Combined Surface Adjustment Factor clearly stated). ACAD file to include existing right-of-way lines both sides of CR 307 along the Project Route with bearing and distances labeling the existing right-of-way lines and monumentation found. Record deed plots for the Parcels (tracts of land) adjoining existing right-of-way lines. The topographic survey data points and linework and contours.



Attachment C  
Work Schedule


Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Each survey will be delivered within 20 to 30 working days of Authorization to Proceed.

Schedule for setting of survey control monuments will be based on access to public right-of-way and Right-of-Entry letters.

Attachment D

Rate Schedule

 *Diamond Surveying, Inc.*  
**SHANE SHAFER, R.P.L.S., PRESIDENT**  
**116 SKYLINE ROAD, GEORGETOWN, TX 78628**  
**OFFICE: (512) 931-3100**  
**T.B.P.L.S. Firm No. 10006900**

**STANDARD RATE SCHEDULE**

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.  
**DIRECT LABOR**

**OFFICE PERSONNEL SERVICES**

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$160.00 per hour
Project Manager.....	\$140.00 per hour
Project Surveyor.....	\$110.00 per hour
Senior CADD Technician.....	\$125.00 per hour

**FIELD PARTY SERVICES**

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$120.00 per hour
2-Man Field Party.....	\$160.00 per hour
3-Man Field Party.....	\$190.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.



**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Surveyor must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982- 84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



## Basis of Estimate for Items listed in Attachment B

### Attachment D, Continued Basis of Estimate

Schedule B Item No. 1: Establish Survey Control.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Establish Control	3-Man Field Party	12	Hours	\$190.00	\$2,280.00	
2	Analyze, Process Field Work	Sr. CADD Tech	6	Hours	\$125.00	\$750.00	
						<b>Subtotal</b>	<b>\$3,030.00</b>

Schedule B Item No. 2: Identify Right-of-Way and Boundary Lines

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform Research, Deed Plots	Sr. CADD Tech	12	Hours	\$125.00	\$1,500.00	
2	Prepare Field Packets	Sr. CADD Tech	8	Hours	\$125.00	\$1,000.00	
3	Perform Fieldwork to Find existing monumentation	3-Man Field Party	16	Hours	\$190.00	\$3,040.00	
4	Analyze Field Work	Sr. CADD Tech	8	Hours	\$125.00	\$1,000.00	
						<b>Subtotal</b>	<b>\$6,540.00</b>

Schedule B Item No. 3: Perform Topographic Survey

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform Topographic Survey	3-Man Field Party	40	Hours	\$190.00	\$7,600.00	
2	Analyze Field Work and Prepare ACAD file for Topographic Survey.	Sr. CADD Tech	24	Hours	\$125.00	\$3,000.00	
						<b>Subtotal</b>	<b>\$10,600.00</b>

Schedule B Item No.4: Preliminary Standard Land Survey and Final Land Title Surveys – 1 Parcel.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Prepare Preliminary Survey and Address Title Commitment to prepare Final Land Title Survey	Sr. CADD Tech	24	Hours	\$125.00	\$3,000.00	
1	Set appropriate monumentation for Right-of-Way Acquisition Parcel	3-Man Field Party	8	Hours	\$190.00	\$1,520.00	
						<b>Subtotal</b>	<b>\$4,520.00</b>

Schedule B Item No. 5: Supervise And Quality Control All Aspects Of Project

Maintain Communication With Client Including Engineer(s), Land Owner(s), And Attorney(s) Attend Meetings As Requested

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	4	Hours	\$160.00	\$640.00	
2	Supervise and Quality Control All Aspects of Project	Project Manager	16	Hours	\$140.00	\$2,240.00	
						<b>Subtotal</b>	<b>\$2,880.00</b>

Total Amount: \$27,570.00

**Commissioners Court - Regular Session****22.****Meeting Date:** 04/27/2021

On Call Animal Carcass Removal Service

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the services between Williamson County and Tomika K. Schneider d/b/a TKO Services to provide on-call-services of animal carcass removal on a not-to-exceed amount of \$20,000.00 and authorizing the execution of this contract.

**Background**

This on-call animal carcass removal service includes picking up and properly disposing of animal carcasses from Williamson County roadways and rights of way upon request from the Williamson County Road and Bridge Department. Williamson County issued three (3) rounds of informal quotes (Quick Quotes) through the electronic bidding system. Four (4) responses were received during. After evaluation it is the department's recommendation to enter into a contract with TKO Services. Department point of contact is James Williams. Funding Source is 01.0200.0210.004100.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

contract &amp; quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:42 AM

04/22/2021 10:44 AM

Started On: 04/21/2021 08:17 AM



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT**  
**(On-Call Animal Carcass Pickup and Disposal)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tomika K. Schneider d/b/a TKO Service's** (hereinafter "Service Provider"), located at 20960 Kelsoville Rd., Bartlett TX, 76511 (ph. 254-316-9346; e-mail tomika.schneider@yahoo.com). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

## III.

**No Assignment:** Service Provider may not assign this contract.

## IV.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the below listed quoted rates. **The not-to-exceed amount under this agreement is \$20,000.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Service Provider's quoted rates are as follows:

A	B	C	D
	Description	Unit	Price
1	Animal Carcass Weighing 1-300 lbs	each	\$350.00
2	Animal Carcass Weighing 301-600 lbs	each	\$350.00
3	Call -Out Fee	each	\$250.00

## VI.

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. This Williamson County Services Contract; and
- B. Any required insurance certificates.

## VII.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

#### VIII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH



COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## IX.

**Services and Scope of Work:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following:

On-call animal carcass removal services including picking up and properly disposing of animal carcasses from Williamson County roadways and rights of way upon request from the Williamson County Road & Bridge Department.

On-call times include Monday-Friday from 8am to 5pm Central Time

Expected response time: Within 24 hours

Estimated number of carcasses per year: 100

All types of animals ranging from 1-600 pounds

Animal carcasses must be disposed of in accordance with all local, state and federal laws and regulations.

Vendor must have a valid email address. Williamson County will use this email address to notify the selected vendor when an animal carcass needs to be picked up.

The following documentation must be submitted to Williamson County with each invoice:

- A copy of the email sent by Williamson County to the vendor, informing the vendor of the animal carcass
- Vendor's description and weight of the carcass
- Receipt from the location where the carcass was disposed of

- Photograph of carcass

All equipment involved in carcass removal shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches. For any carcass removal that affects roadway traffic, the vendor shall be responsible for any signs, barricades, flagmen or other traffic control devices as necessary for the safety of the traveling public. All traffic control devices shall be compliant with the current Texas Manual of Uniform Traffic Control Devices.

A call-out fee will be paid if a vendor is dispatched to pick up a carcass but cannot find the carcass.

#### X.

**Good Faith:** Service Provider agrees to act in good faith in the performance of this agreement.

#### XI.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

#### XII.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. The County will only be liable for its pro rata share of services rendered and goods actually received.

#### XIII.

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### XIV.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

**XV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XVI.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XVII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.


**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2021

**SERVICE PROVIDER:**

  
\_\_\_\_\_  
Authorized Signature

Tomika Schneider  
Printed Name

Date: April 7, 2021

#	Description	Unit	Price
1	Animal Carcass Weighing 1-300 lbs	each	\$350.00
2	Animal Carcass Weighing 301-600 lbs	each	\$350.00
3	Call -Out Fee	each	\$250.00



**Commissioners Court - Regular Session****23.****Meeting Date:** 04/27/2021

Final plat for the Ronnie Draper subdivision – Pct 3

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Ronnie Draper subdivision – Precinct 3.

**Background**

This subdivision consists of 2 lots and no new public roads.

**Timeline**

2021-01-11 – initial submittal of final plat

2021-02-05 – 1st review complete with comments

2021-02-26 – 2nd submittal of final plat

2021-03-03 – 2nd review complete with comments clear

2021-04-14 – receipt of final plat with signatures

2021-04-22 – final plat placed on the April 27, 2021 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Ronnie Draper

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 11:41 AM

Started On: 04/22/2021 11:18 AM



"FINAL PLAT"  
"RONNIE DRAPER SUBDIVISION"  
5.044 ACRES  
JOSEPH HORNSBY SURVEY, ABSTRACT NO. 285  
WILLIAMSON COUNTY, TEXAS



VICINITY MAP  
SCALE: 1" = 2000'

PERIMETER FIELD NOTES

BEING 5.044 acres of land, situated in the Joseph Hornsby Survey, Abstract No. 285, in Williamson County, Texas, said 5.044 being the same tract of land described as 5.046 acres, of record to Ronnie and Doris Draper, Document No. 2020009296, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in July of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron pin found, at the Northwest corner of said 5.046 acre tract, for the Northwest corner hereof, said point being the most southerly Northwest corner of a 6.797 acre tract, of record to SBA Structures, INC, Document No. 2007061608, (OPRWCT), said point being in the East Right-of-Way line of State Highway 195, from which a 1/2" iron pin found, at the most northerly Northwest corner of said 6.797 acre tract, bears: N 15°18'24" W, 20.22 feet,

THENCE, departing said Right-of-Way line, with the common boundary line of said 5.046 acre tract and said 6.797 acre tract, the following five (5) courses and distances:

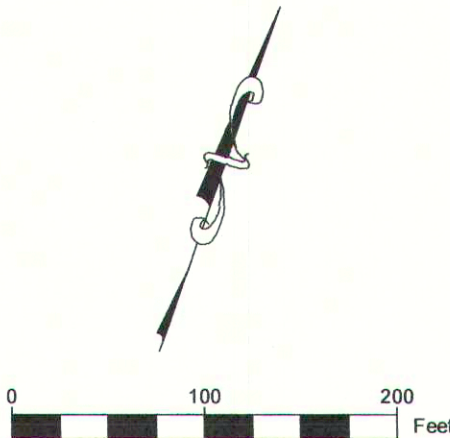
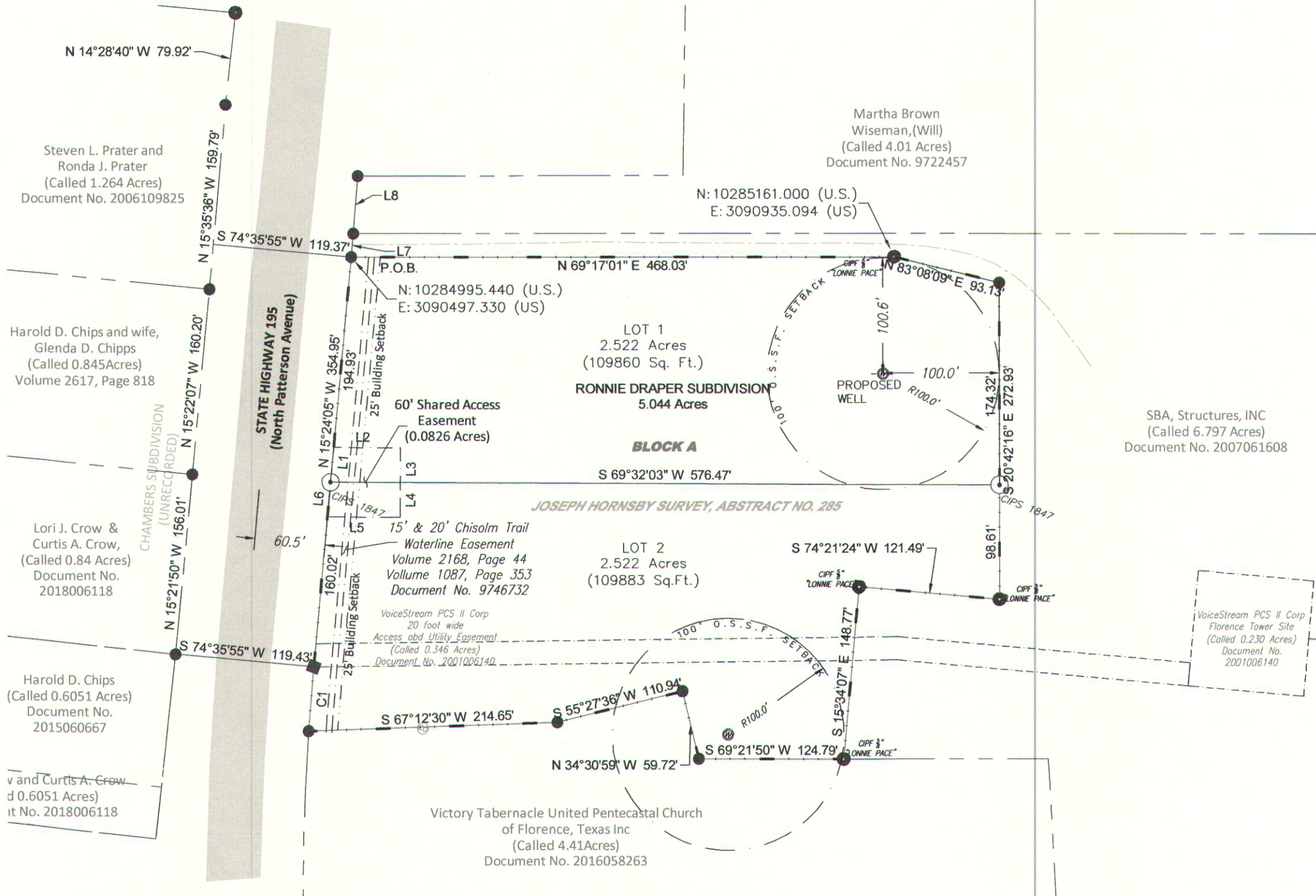
- N 69°17'01" E, 468.03 feet, to a 3/4" capped iron pin found, marked "LONNIE PACE", for an angle point hereof,
- N 83°08'09" E, 93.13 feet, to a 1/2" iron pin found, for the Northeast corner hereof,
- S 20°42'16" E, 272.93 feet, to a 1/2" capped iron pin found, marked "LONNIE PACE", for the upper Southeast corner hereof,
- S 74°21'24" W, 121.49 feet, to a 1/2" capped iron pin found, marked "LONNIE PACE", for an ell corner hereof,
- S 15°34'07" E, 148.77 feet, to a 1/2" capped iron pin found, marked "LONNIE PACE", for the lower Southeast corner hereof, said point being an ell corner of said 6.797 acre tract, said point being in the North boundary line of a 4.41 acre tract, of record to Victory Tabernacle United Pentecostal Church of Florence, Texas Inc., Document No. 2016058263, (OPRWCT),

THENCE, departing said Right-of-Way line, with the common boundary line of said 5.046 acre tract and said 4.41 acre tract, the following four (4) courses and distances:

- S 69°21'50" W, 124.79 feet, to a 1/2" iron pin found, for an ell corner hereof,
- N 34°30'59" W, 59.72 feet, to a 1/2" iron pin found, for an ell corner hereof,
- S 55°27'36" W, 110.94 feet, to a 1/2" iron pin found, for an angle point hereof,
- S 67°12'30" W, 214.65 feet, to a 1/2" iron pin found, at the Southwest corner of said 5.046 acre tract, for the Southwest corner hereof, said point being the Northwest corner of said 4.41 acre tract, said point being in the East Right-of-Way line of State Highway 195, said point being a point on a curve to the right,

THENCE, with the West boundary line of said 5.046 acre tract and the East Right-of-Way line of State Highway 195, the following two (2) courses and distances:

- (C1) in a northerly direction with a non-tangent curve to the right, with a Radius of 2332.53 feet, having a Chord of N 16°12'25" W, 55.51 feet, having a Delta angle of 01°21'48" and an Arc length of 55.51 feet, to a TXDOT Type I concrete marker, at the point of tangency,
- N 15°24'05" W, 354.95 feet, to the POINT OF BEGINNING, and containing 5.044, acres, more or less.



SCALE: 1" = 100'

Note:  
The bearing basis for this survey is the State Plane Coordinate System, NAD83, Texas Central Zone, (4203), GEOID: 12A  
Datum: NAVD88,  
CONVERGENCE: 1°18'12.31"

LEGEND

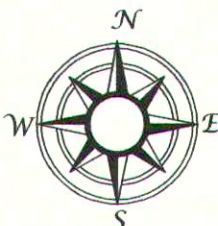
- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET "FOREST 1847"
- CAPPED IRON PIN FOUND "FOREST 1847"
- CAPPED IRON PIN FOUND MARKED
- TXDOT TYPE I CONCRETE MARKER
- TELEPHONE PEDESTAL
- ELECTRIC POWER POLE
- MAILBOX
- GUY WIRE
- BENCHMARK MONUMENT (COTTON SPINDLE SET)
- WASTEWATER CLEANOUT
- WATER VALVE
- ICV WATER VALVE
- WATER METER
- WATER WELL
- OVERHEAD ELECTRIC
- EXISTING FENCE (approximate location)
- SURVEY ABSTRACT LINES
- TRACT LINES
- BOUNDARY LINES
- ( ) Denotes Record Information
- All document references are in Williamson County, Texas  
O.P.R.W.C.T. Official Public Records of Williamson County, Texas  
P.R.W.C.T. Plat Records of Williamson County, Texas  
D.R.W.C.T. Deed Records of Williamson County, Texas

OWNER: RONNIE DRAPER  
715 COUNTY ROAD 201  
LIBERTY HILL, TEXAS 78642  
512-630-1458  
RONNIEDRAPER1952@GMAIL.COM

SURVEYOR: WILLIAM F. FOREST, JR.  
FOREST SURVEYING AND MAPPING CO.  
1002 ASH ST.  
GEORGETOWN, TEXAS 78626  
512-930-5927 - PHONE

Access Easement Line Table		
Line #	Bearing	Distance
L1	S 15°24'05" E	30.12'
L2	S 69°32'03" W	57.34'
L3	N 20°27'57" W	30.00'
L4	N 20°27'57" W	30.00'
L5	N 69°32'03" E	62.66'
L6	S 15°24'05" E	30.12'
L7	N 15°18'24" W	20.22'
L8	N 16°25'20" W	49.91'

Curve Table					
Curve #	Radius	Arc Length	Delta	Chord Bearing	Chord Distance
C1	2332.53'	55.51'	1°21'48"	N 16°12'25" W	55.51'



Forest Surveying & Mapping Company  
1002 Ash St. Georgetown, Texas  
Phone: 512-930-5927  
www.forestsurveying.com  
TBPLS FIRM NO.10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors  
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

FOREST SURVEYING & MAPPING CO. Copyright © 2020

Revision	Drawing Date: March22, 2020
11-05-2020	Field Book/Page: 148/23
1-18-2021	PP: RONNIE DRAPER
2-24-2021	Dwg: RONNIE DRAPER
3-22-2021	LO: DRAPER SUB PAGE 1
Sheet 1 of 2	



**OWNER'S CERTIFICATION**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

That we, Ronnie Draper and Doris Draper, are the owners of the certain 5.044 acres described on this plat (called 5.046 acres as described in the deed to Ronnie Draper and Doris Draper, as recorded in doc. 2020009296, of the Official Public Records of Williamson County, Texas. We do hereby approve the subdivision plat of said tract as shown hereon; do hereby consent to all plat note requirements shown hereon; and do hereby dedicate to the public any streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as "Ronnie Draper Subdivision".

TO CERTIFY WHICH, WITNESS by my hand this 9th day of April 2021.

Ronnie Draper  
Ronnie Draper, 715 County Road 201, Liberty Hill, TX 78642

Doris Draper  
Doris Draper, 715 County Road 201, Liberty Hill, TX 78642  
PHONE: 512-630-1458 EMAIL: drdraper@gmail.com  
texanwoman81@yahoo.com

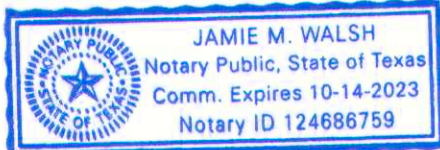
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

Before me, the undersigned authority, on this day personally appeared RONNIE DRAPER, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 9th day of April 2021 A.D.

Jamie M. Walsh  
Notary Public in and for the State of Texas



My Commission expires on: 10-14-2023

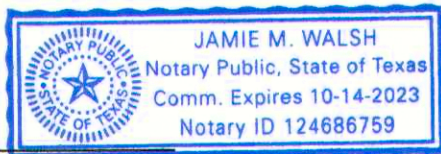
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

Before me, the undersigned authority, on this day personally appeared DORIS DRAPER, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 9th day of April 2021 A.D.

Jamie M. Walsh  
Notary Public in and for the State of Texas



My Commission expires on: 10-14-2023

**SURVEYOR'S CERTIFICATION**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

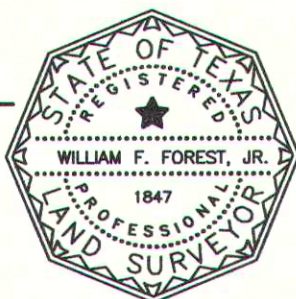
§ KNOW ALL MEN BY THESE PRESENTS;

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon. This tract is not within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS by my hand and seal at Georgetown, Williamson County, Texas,

this 1st day of April, 2021

William F. Forest, Jr.  
William F. Forest, Jr.  
Registered Professional Land Surveyor No. 1847  
State of Texas



**"FINAL PLAT"**  
**"RONNIE DRAPER SUBDIVISION"**  
**5.044 ACRES**  
**JOSEPH HORNSBY SURVEY, ABSTRACT NO. 285**  
**WILLIAMSON COUNTY, TEXAS**

**GENERAL NOTES AND REQUIREMENTS:**

1. There are no new public roadways approved as a part of this subdivision.
2. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least 10 feet. The minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building.
3. Existing easements are shown on sheet one according to the title commitment provided as set out in Volume 2168, Page 44 and Volume 1087, Page 353, Chisolm Trail Special Utility District (S.U.D.). General type 15 foot wide water line easement and a 20 foot wide Right of Way easement in Document No. 9746732, Chisolm Trail (S.U.D.). Any additional easements that may exist have not been researched as a part of this survey.
4. A de Facto certificate of compliance is hereby issued for Lots 1-2 in this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
5. No lots in this subdivision are encroached by a special flood hazard area inundated by the 100-year (1% chance) flood as identified by the the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48491C0100 E, effective date September 26, 2008 for Williamson County, Texas.
5. The landowner assumes all risks associated with improvements located in the Right-of-Way for State Highway 195. By placing anything in the Right-of-Way and/or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.
6. Improvements within the county road Right-of-Way including, but not limited to, landscaping, irrigation, lighting, custom signs, are prohibited without first obtaining an executed license agreement with Williamson County.
7. All public roadways and easements as shown on this plat are free of liens.
8. This development is considered exempt from on-site storm water detention controls based on Williamson County Subdivision Regulation B11.1.3, which states that a proposed development may be considered exempt from providing a storm water detention, if the plat has all lots of 2 acres or more with less than 20% impervious cover.
9. Water service for this subdivision will be provided by City of Georgetown, when available. Until that time, a well will need to be installed for water service.
10. Sewer service for this subdivision will be provided by on-site sewage facilities.
11. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial Right-of-Way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
13. It is the responsibility of the owner, not the county, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
14. All sidewalks shall be maintained by each of the adjacent property owners.
15. There is an existing driveway located on this property, and no new driveways are proposed.

**WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)**

Based upon the representations of the surveyor whose seal is affixed hereto, and after review of the plat as represented by the said surveyor, I find that this plat complies with the requirements of the Edwards Aquifer regulations for Williamson County and Williamson County on-site sewage facility regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. the Williamson County engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

J. Terron Everton, PE, DR, CFM  
J. Terron Everton, PE, DR, CFM  
Williamson County Engineer

4/15/2021  
DATE

**911 ADDRESSING APPROVAL**

This subdivision, to be known as "Ronnie Draper Subdivision", has been reviewed by the Williamson County addressing department this date.

Cindy Bridges  
WILLIAMSON COUNTY ADDRESSING DEPARTMENT  
Cindy Bridges

4/1/2021  
DATE

**COUNTY JUDGE'S APPROVAL**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS;

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said court duly considered, were on this day approved, and the plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravel Jr., County Judge  
Williamson County, Texas

Date: \_\_\_\_\_

**COUNTY CLERK'S CERTIFICATION**

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

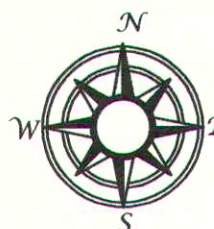
§ KNOW ALL MEN BY THESE PRESENTS;

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify, that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., and duly recorded this the day of \_\_\_\_\_, 20\_\_\_\_ A.D., at \_\_\_\_\_ o'clock, \_\_\_\_\_ M. in the Official Public Records of said County in instrument No. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court  
of Williamson County, Texas

By: \_\_\_\_\_, Deputy



*Forest Surveying & Mapping Company*  
1002 Ash St. Georgetown, Texas  
Phone: 512-930-5927  
www.forestsurveying.com  
TBPLS FIRM NO.10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors  
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

Revision	Drawing Date: March 22, 2020
	Field Book/Page: 148/23
	PP: RONNIE DRAPER
	Dwg: RONNIE DRAPER
	LO: DRAPER SUB PAGE 1
	Sheet 2 of 2



**Commissioners Court - Regular Session****24.****Meeting Date:** 04/27/2021

CHILD ABUSE PREVENTION AND AWARENESS MONTH

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull,  
Commissioner  
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a proclamation declaring April as Child Abuse Prevention and Awareness Month in Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Proclamation

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 12:00 PM

Started On: 04/22/2021 11:53 AM

# PROCLAMATION

**WHEREAS,** During the month of April 2021, the Williamson County Children's Advocacy Center will observe **National Child Abuse Awareness and Prevention Month** to raise awareness of child abuse and neglect, and create strong communities to support the strengthening and healing of the abused children and their non-offending family members; AND

**WHEREAS,** Each year, hundreds of Williamson County children are confirmed victims of child abuse and neglect, and its prevention is a community-wide responsibility; AND

**WHEREAS,** The "Go-Blue Committee" (which includes members of B.A.C.A, CASA of Williamson County, Cedar Park Police Department, Georgetown Police Department, Round Rock Police Department, Leander Police Department, The Georgetown Project, Williamson County Sheriff's, Juvenile Services, and Williamson County Children's Advocacy Center) serves hundreds of abused and neglected children, as well as their non-offending family members, each year. AND

**WHEREAS,** It is important to remember that *children are our future*, and we must nurture and protect them, and provide a safe environment in which they can grow and prosper.

**NOW, THEREFORE BE IT RESOLVED** that the Commissioners Court of Williamson County, Texas, hereby recognizes and proclaims APRIL 2021 to be

## ***CHILD ABUSE PREVENTION AND AWARENESS MONTH***

in Williamson County, Texas, AND urges all citizens to work together to help significantly reduce child abuse and neglect in our community.

**WITNESS OUR SIGNATURES** and **SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Bill Gravell  
County Judge

**Commissioners Court - Regular Session****25.****Meeting Date:** 04/27/2021

40 Years Service Recognition

**Submitted For:** Lisa David**Submitted By:** Cathy Mendoza, District Clerk**Department:** District Clerk**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a resolution recognizing Lisa David's 40 years of continued service to Williamson County in the office of District Clerk.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

LD Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

District Clerk (Originator)

Form Started By: Cathy Mendoza

Final Approval Date: 04/19/2021

**Reviewed By**

Andrea Schiele

Cathy Mendoza

**Date**

04/16/2021 09:01 AM

04/19/2021 11:30 AM

Started On: 04/15/2021 02:12 PM

# State of Texas

## County of Williamson

### Know all men by these presents:

**That on this**, the 27<sup>th</sup> day of April 2021, the Commissioners Court of Williamson County Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravel Jr., County Judge  
Terry Cook, Commissioner, Precinct One  
Cynthia Long, Commissioner, Precinct Two  
Valery Covey, Commissioner, Precinct Three  
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

### RESOLUTION

**Whereas**, the nation's 3,242 counties serving more than 330 million Americans provided essential services to create healthy, safe, vibrant, and economically resilient communities; and

**Whereas**, with Williamson County being one of the top ten fastest growing counties in our great nation, the Williamson County District Clerks Office maintains hundreds of thousands of County records; entailing divorce, adoption, felony, juvenile, tax and civil matters; and

**Whereas**, the role of the Williamson County District clerk has been to preserve and protect the official records of the County; and

**Whereas**, Lisa David has exemplified the County's proud heritage in the District Clerks Office for the past 40 years; and

**Whereas**, Lisa David has received numerous awards and citations throughout her career in the District Clerks office, to include District Clerk of the year for the State of Texas; and

**Whereas**, during her 40 year career Lisa successful raised four children while simultaneously maintaining her commitment to work in the District Clerks office; and

**Whereas**, Lisa David provided strong leadership to the entire County and her staff during the year and a half COVID lockdown; and

**Whereas**, Lisa continues to be an outstanding and tremendous asset to the entire County with her dedication to integrity, strong work ethic, constant calm demeanor and her remarkable leadership skills.

**Therefore, Be It Resolved** that the Williamson County Commissioners Court is proud to acknowledge Lisa's 40 years of service and acknowledge her honorable character and contribution to the stability and growth of Williamson County.

Attest: \_\_\_\_\_

**Nancy Rister**  
Williamson County Clerk

\_\_\_\_\_  
**Bill Gravel, Jr.**  
Williamson County Judge

**Commissioners Court - Regular Session****26.****Meeting Date:** 04/27/2021

Taylor Rotary

**Submitted For:** Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Proclamation to recognize and celebrate the *100TH ANNIVERSARY of the TAYLOR ROTARY CLUB* and congratulate its Rotarians for their "Service Above Self" and Centennial Anniversary event planned on the lawn in front of Old Taylor High and the Loose Screw from 2:00 to 4:00 p.m. on May 1, 2021.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Taylor Rotary 100 Year Proclamation

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 04/20/2021

**Reviewed By**

Andrea Schiele

**Date**

04/20/2021 01:42 PM

Started On: 04/20/2021 10:53 AM



# **PROCLAMATION OF WILLIAMSON COUNTY COMMISSIONERS COURT**

**WHEREAS**, Taylor Rotary Club was founded on May 10, 1921, in Taylor, Texas, by 25 charter members who met in the Blazilmar Hotel and elected C.O. Daliel and Dr. R.E. Doak, president and vice-president respectively; and

**WHEREAS**, Rotary International is a world-wide service organization founded in Chicago in 1905 currently consisting of 1.2 million professional and business leader members, in more than 35,000 clubs around the world; and

**WHEREAS**, the Rotary motto “Service Above Self” inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

**WHEREAS**, the Taylor Rotary Club and its members B.J. Korman and Dr. Ned Doak were instrumental in the metamorphosis of a “weed patch” into Murphy Park; and

**WHEREAS**, the Taylor Rotary Club planted and assumed responsibility of care for the original trees in that park, many of which still shelter people on those beautiful grounds today; and

**WHEREAS**, the Taylor Rotary Club was responsible for Taylor’s first Boy Scout Organization in 1924 and for the Rotary Field in 1953. At that time the Field hosted the Little League which was comprised of only 4 club-sponsored teams: Kiwanis, Lions, Optimists and Rotary; and

**WHEREAS**, the Taylor Rotary Club has recognized citizens who have had tremendous impact on our community since 1944 with the Outstanding Citizen of the Year Award; and

**WHEREAS**, Rotary in 1985 launched PolioPlus and spearheaded the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF and the Bill & Melinda Gates Foundation to immunize the children of the world against polio as well as contributed more than \$1.7 billion and countless volunteer hours to help immunize more than two billion children against polio in 122 countries; and

**WHEREAS**, the Taylor Rotary Club, routinely, contributes to that fund and to the Rotary Foundation with all members participating and earning the level of Paul Harris Fellows; and

**WHEREAS**, the Taylor Rotary Club continues to put “Service Above Self” as it supports the Baylor Scott and White Blood Drive, packs groceries at Shepherd’s Heart Food Pantry, delivers Meals On Wheels, recognizes the top 10 percent of Taylor High and Legacy Early-College High at an annual banquet, awards college and vocational scholarships to local students, and many other activities.

**NOW, THEREFORE**, the Commissioners Court of Williamson County, Texas, calls upon all citizens of Williamson County to recognize and celebrate the ***100TH ANNIVERSARY of the TAYLOR ROTARY CLUB*** and congratulate our Rotarians for their "Service Above Self" and Centennial Anniversary event planned on the lawn in front of Old Taylor High and the Loose Screw from 2:00 to 4:00 p.m. on May 1, 2021.

Be it Proclaimed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Williamson County Commissioners Court.

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge  
On Behalf of the Williamson County Commissioners Court

**Commissioners Court - Regular Session****27.****Meeting Date:** 04/27/2021

Winter Storm Uri Recognition

**Submitted By:** Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on recognizing the County employees and community partners who assisted our community during Winter Storm Uri in February.

**Background**

Williamson County Office of Emergency Management would like to recognize city leadership, county employees, and partners that responded to Winter Storm Uri. The cooperation between multiple cities, agencies, departments, and private partners during the worst winter storm in over 30 years brought the community together as Texans helped Texans.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 10:48 AM

Started On: 04/22/2021 10:07 AM

**Commissioners Court - Regular Session****28.****Meeting Date:** 04/27/2021

WCSO K9 Transfers

**Submitted For:** Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Agreements for the Transfer of Law Enforcement Animals in accordance with Chapter 614 of the Texas Government Code.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreements for Transfers of Law Enforcement Animals

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 12:03 PM

Started On: 04/22/2021 11:53 AM

STATE OF TEXAS

COUNTY OF WILLIAMSON

**AGREEMENT FOR THE  
TRANSFER OF A  
LAW ENFORCEMENT ANIMAL**

WHEREAS, Williamson County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that the animal is suitable for transfer; and

WHEREAS, the animal has reached the end of his working law enforcement life, the animal's handler has passed away in the line of duty or due to injuries sustained while in the line of duty, or the animal's handler has medically retired due to injuries sustained while in the line of duty,

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by County and Deputy - Sarah Price, Transferee, upon and for the mutual consideration stated herein:

1. Free (Name of Animal), ID# 18908, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of Transferee.

2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. County shall not compensate or provide funds for the care of the animal. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. County has confirmed with the animal's veterinarian the animal is suitable for transfer, however County makes no representation as to the health of the animal.

3. Transferee shall comply with state and local laws applicable to keeping animals.

4. Transferee shall notify County if no longer able to humanely care for the animal.

Transferee shall return the animal to County upon the inability to care for the animal.

5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Williamson County Judge and Commissioners, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations or governmental entities in privity with County, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, his/her/its successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training. Transferee further agrees to indemnify, defend, and hold harmless County and any other governmental entity bound to defend or pay judgments against it, from and against any

and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim.

County specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. County is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or County was aware of the condition.

8. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the animal.

9. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Williamson County, Texas.

12. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

If to Williamson County:

**Name:** Williamson County Judge

**Address:** 710 Main  
Georgetown, TX 78626

If to Transferee:

**Name:** Deputy \*

**Address:** \*  
\*  
\*

14. THIS AGREEMENT DOES NOT WAIVE SOVEIGN OR GOVERNMENTAL IMMUNITY TO SUIT AND FROM LIABILITY OF THE COUNTY.

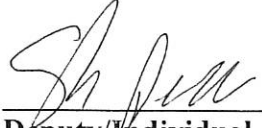
**AGREED AND APPROVED:**

**WILLIAMSON COUNTY**

**By:** \_\_\_\_\_  
County Judge


**Date:** \_\_\_\_\_

**TRANSFeree**

**By:**  - Sarah Pence  
Deputy/Individual

**Date:** 3-31-21

**RECOMMENDED AND APPROVED:**

**By:**  \_\_\_\_\_  
County Sheriff

**Date:** 04/15/21

Chief Deputy 



STATE OF TEXAS

COUNTY OF WILLIAMSON

**AGREEMENT FOR THE  
TRANSFER OF A  
LAW ENFORCEMENT ANIMAL**

WHEREAS, Williamson County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that the animal is suitable for transfer; and

WHEREAS, the animal has reached the end of his working law enforcement life, the animal's handler has passed away in the line of duty or due to injuries sustained while in the line of duty, or the animal's handler has medically retired due to injuries sustained while in the line of duty,

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by County and Deputy D. Oberg, Transferee, upon and for the mutual consideration stated herein:

1. Bolo (Name of Animal), ID# K911, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of Transferee.

2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. County shall not compensate or provide funds for the care of the animal. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. County has confirmed with the animal's veterinarian the animal is suitable for transfer, however County makes no representation as to the health of the animal.

3. Transferee shall comply with state and local laws applicable to keeping animals.

4. Transferee shall notify County if no longer able to humanely care for the animal.

Transferee shall return the animal to County upon the inability to care for the animal.

5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Williamson County Judge and Commissioners, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations or governmental entities in privity with County, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, his/her/its successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training. Transferee further agrees to indemnify, defend, and hold harmless County and any other governmental entity bound to defend or pay judgments against it, from and against any

and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim.

County specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. County is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or County was aware of the condition.

8. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the animal.

9. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Williamson County, Texas.

12. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

If to Williamson County:

**Name:** Williamson County Judge

**Address:** 710 Main  
Georgetown, TX 78626

If to Transferee:

**Name:** Deputy \*David Oberg

**Address:** \* 508 S Rock St  
\* Georgetown, TX 78626  
\*

14. THIS AGREEMENT DOES NOT WAIVE SOVEIGN OR GOVERNMENTAL IMMUNITY TO SUIT AND FROM LIABILITY OF THE COUNTY.


**AGREED AND APPROVED:**

**WILLIAMSON COUNTY**

**By:** \_\_\_\_\_  
County Judge

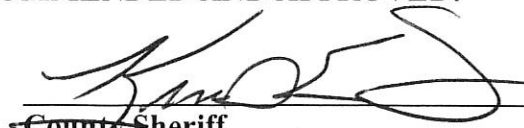
**Date:** \_\_\_\_\_

**TRANSFEE**

**By:**  \_\_\_\_\_  
Deputy/Individual

**Date:** 4/9/21

**RECOMMENDED AND APPROVED:**

**By:**  \_\_\_\_\_  
County Sheriff  
Chief Deputy

**Date:** 04/14/21

STATE OF TEXAS

COUNTY OF WILLIAMSON

**AGREEMENT FOR THE  
TRANSFER OF A  
LAW ENFORCEMENT ANIMAL**

WHEREAS, Williamson County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that the animal is suitable for transfer; and

WHEREAS, the animal has reached the end of his working law enforcement life, the animal's handler has passed away in the line of duty or due to injuries sustained while in the line of duty, or the animal's handler has medically retired due to injuries sustained while in the line of duty,

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by County and Deputy DAVID DICKENS <sup>61272</sup>, Transferee, upon and for the mutual consideration stated herein:

1. MAH (Name of Animal), ID# 6904, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of Transferee.

2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. County shall not compensate or provide funds for the care of the animal. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. County has confirmed with the animal's veterinarian the animal is suitable for transfer, however County makes no representation as to the health of the animal.



3. Transferee shall comply with state and local laws applicable to keeping animals.

4. Transferee shall notify County if no longer able to humanely care for the animal.

Transferee shall return the animal to County upon the inability to care for the animal.

5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Williamson County Judge and Commissioners, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations or governmental entities in privity with County, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, his/her/its successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training. Transferee further agrees to indemnify, defend, and hold harmless County and any other governmental entity bound to defend or pay judgments against it, from and against any

and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim.

County specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. County is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or County was aware of the condition.

8. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the animal.

9. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Williamson County, Texas.

12. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

If to Williamson County:

**Name:** Williamson County Judge

**Address:** 710 Main  
Georgetown, TX 78626

If to Transferee:

**Name:** Deputy \* DAVID ICHENBACH #112312

**Address:** \*  
\* 508 S Arch ST  
\* GEORGETOWN, TX 78626

14. THIS AGREEMENT DOES NOT WAIVE SOVEIGN OR GOVERNMENTAL IMMUNITY TO SUIT AND FROM LIABILITY OF THE COUNTY.

**AGREED AND APPROVED:**

**WILLIAMSON COUNTY**

**By:** \_\_\_\_\_  
County Judge


**Date:** \_\_\_\_\_

**TRANSFeree**

**By:**  #112312  
Deputy/Individual

**Date:** 04/09/2021

**RECOMMENDED AND APPROVED:**

**By:**   
County Sheriff  
Chief Deputy #112431

**Date:** 04/15/21

STATE OF TEXAS

COUNTY OF WILLIAMSON

**AGREEMENT FOR THE  
TRANSFER OF A  
LAW ENFORCEMENT ANIMAL**

WHEREAS, Williamson County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that the animal is suitable for transfer; and

WHEREAS, the animal has reached the end of his working law enforcement life, the animal's handler has passed away in the line of duty or due to injuries sustained while in the line of duty, or the animal's handler has medically retired due to injuries sustained while in the line of duty,

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by County and Deputy C. Holmes 14933, Transferee, upon and for the mutual consideration stated herein:

1. Mogwai (Name of Animal), ID# 14933, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of Transferee.

2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. County shall not compensate or provide funds for the care of the animal. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. County has confirmed with the animal's veterinarian the animal is suitable for transfer, however County makes no representation as to the health of the animal.

3. Transferee shall comply with state and local laws applicable to keeping animals.

4. Transferee shall notify County if no longer able to humanely care for the animal. Transferee shall return the animal to County upon the inability to care for the animal.

5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Williamson County Judge and Commissioners, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations or governmental entities in privity with County, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, his/her/its successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training. Transferee further agrees to indemnify, defend, and hold harmless County and any other governmental entity bound to defend or pay judgments against it, from and against any



and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim.

County specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. County is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or County was aware of the condition.

8. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the animal.

9. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Williamson County, Texas.

12. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

If to Williamson County:

**Name:** Williamson County Judge  
**Address:** 710 Main  
Georgetown, TX 78626

If to Transferee:

**Name:** Deputy \* C. Holmes #114933  
**Address:** \* 503 S Rock St.  
\* Georgetown, TX  
\* 78626

14. THIS AGREEMENT DOES NOT WAIVE SOVEIGN OR GOVERNMENTAL IMMUNITY TO SUIT AND FROM LIABILITY OF THE COUNTY.

**AGREED AND APPROVED:**

**WILLIAMSON COUNTY**

**By:** \_\_\_\_\_  
County Judge

**Date:** \_\_\_\_\_

**TRANSFeree**

**By:** C. Holmes #114933 Ch Alba  
Deputy/Individual

**Date:** 4/13/21

**RECOMMENDED AND APPROVED:**

**By:** [Signature]  
County Sheriff  
Chief Deputy ML 2431

**Date:** 041521

STATE OF TEXAS

COUNTY OF WILLIAMSON

**AGREEMENT FOR THE  
TRANSFER OF A  
LAW ENFORCEMENT ANIMAL**

WHEREAS, Williamson County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that the animal is suitable for transfer; and

WHEREAS, the animal has reached the end of his working law enforcement life, the animal's handler has passed away in the line of duty or due to injuries sustained while in the line of duty, or the animal's handler has medically retired due to injuries sustained while in the line of duty,

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by County and Deputy DEREK JOHNSON, Transferee, upon and for the mutual consideration stated herein:

1. ENZO (Name of Animal), ID# 13763-1407, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of Transferee.

2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. County shall not compensate or provide funds for the care of the animal. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. County has confirmed with the animal's veterinarian the animal is suitable for transfer, however County makes no representation as to the health of the animal.

3. Transferee shall comply with state and local laws applicable to keeping animals.

4. Transferee shall notify County if no longer able to humanely care for the animal.

Transferee shall return the animal to County upon the inability to care for the animal.

5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Williamson County Judge and Commissioners, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations or governmental entities in privity with County, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, his/her/its successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training. Transferee further agrees to indemnify, defend, and hold harmless County and any other governmental entity bound to defend or pay judgments against it, from and against any

and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim.

County specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. County is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or County was aware of the condition.

8. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the animal.

9. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Williamson County, Texas.

12. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.



13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

If to Williamson County:

**Name:** Williamson County Judge

**Address:** 710 Main  
Georgetown, TX 78626

If to Transferee:

**Name:** Deputy \* Derrick Johnson

**Address:** \* 508 Andale way  
\* Liberty hill TX 78642  
\*

14. THIS AGREEMENT DOES NOT WAIVE SOVEIGN OR GOVERNMENTAL IMMUNITY TO SUIT AND FROM LIABILITY OF THE COUNTY.


**AGREED AND APPROVED:**

**WILLIAMSON COUNTY**

**By:** \_\_\_\_\_  
County Judge


**Date:** \_\_\_\_\_

**TRANSFEEEE**

**By:**  13703  
Deputy/Individual Derrick Johnson

**Date:** 03-31-21

**RECOMMENDED AND APPROVED:**

**By:**   
County Sheriff  
Chief Deputy

**Date:** 04-15-21



**Commissioners Court - Regular Session****29.****Meeting Date:** 04/27/2021

Chris Stanley Engagement - River Ranch

**Submitted For:** Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the engagement of the law firm of Sneed, Vine & Perry to represent Williamson County in relation to the Williamson County River Ranch Project; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Sneed Vine Perry Engagement Letter

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 04/21/2021

**Reviewed By**

Andrea Schiele

**Date**

04/21/2021 11:42 AM

Started On: 04/21/2021 09:52 AM

# **SNEED, VINE & PERRY**

**A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
ESTABLISHED 1926**

**108 EAST 8TH STREET  
GEORGETOWN, TEXAS 78626**

**TELEPHONE (512) 930-9775**

**TELECOPIER (512) 819-9707**

**Writer's email address: [cstanley@sneedvine.com](mailto:cstanley@sneedvine.com)**

**Board Certified – Construction Law  
Texas Board of Legal Specialization**

April 19, 2021

***Via Email: [hhawes@wilco.org](mailto:hhawes@wilco.org)***

Mr. Hal Hawes  
General Counsel  
Williamson County Commissioner's Court  
740 Main Street, Suite 200  
Georgetown, Texas 78626

Re: River Ranch County Park Development

Dear Mr. Hawes:

This letter sets out the terms of our engagement to represent you concerning the above referenced matter. As I understand our assignment, you have asked that we review the Contract Documents and take all necessary actions against Ritter, Botkin Prime Construction Company, Inc. and/or Design Workshop, Inc. and their bonding companies relating to defects on the project and the general contractor's failure to complete the project in a timely fashion.

I will be primarily responsible for representing you in the above matters. While I will have the principal day to day responsibility for representing you, I may utilize other attorneys and legal assistants in our office for assistance when I consider it necessary or beneficial.

The principal purpose of this letter is to explain our firm's billing practices. In doing so, we invite your questions to ensure that we have a full understanding on these matters.

Our legal fees are based primarily on the time spent on particular matters, but may be increased or decreased to reflect the difficulty of the matter involved, the degree of expertise required, unusual time demands, extraordinary results obtained, and other unusual considerations. My billing rate is \$375.00 per hour. I charge in quarter-hour increments. Our current rates are \$290.00 per hour for associate attorneys (primarily Ian Todd), and \$325.00 - \$400.00 per hour for our shareholders. I do not anticipate using another shareholder on this file, but Wayne Sanders also litigates with me on select cases. His rate is \$360.00 per hour. We also utilize legal assistants and their time is currently

Mr. Hal Hawes  
General Counsel  
Williamson County Commissioner's Court  
April 19, 2021  
Page 2

billed at \$150.00 per hour. Historically, these rates have been adjusted by the firm on an annual basis effective January 1.

Each of our attorneys maintains time records of the services performed for each client. This results in a monthly statement showing the work performed and the dollar amount charged. In addition, it may be necessary for us to incur additional expenses on your behalf for experts, long distance telephone calls, travel, lodging, meals, and the like. We also charge for ancillary services such as photocopying, word processing, computerized legal research, and staff overtime when we consider that work necessary. These items are shown on our monthly invoices as "Costs Advanced." Applicable sales taxes, if any, will be billed as "Tax" on the monthly invoice.

Our bill is due upon its receipt; thus we ask that you endeavor to pay it as promptly as possible. Payments due us in the course of our representation are to be paid and are due in Travis County, Texas. If any bill remains unpaid after forty-five (45) days, then I must seek the approval of the Board of Directors before further work will be performed.

It is our practice to request the payment of a retainer, but no retainer will be charged to Williamson County.

You have the right to terminate our representation at any time. We reserve the right, as we do with all of our clients, to suspend or terminate any work in progress in the event timely payment is not made on monthly statements. If disputes arise that interfere with our ability to effectively or objectively represent you and are not resolved timely, or if billing disputes arise that are not timely resolved we reserve the right to refrain from further representation. In that event, you agree, on request, to execute written consent to such withdrawal. Upon any such termination and our presentation of a final bill, all fees and costs previously advanced will be due.

Our firm currently and from time to time represents landowners in condemnation cases against the County. Under the State Bar Rules, our firm's representation of the county in this case might possibly be construed as a conflict of interest as to our representation of landowners in condemnation cases here in Williamson County absent your consent that Sneed Vine & Perry, P.C. and the attorneys that make up the firm to continue to handle condemnation cases during our representation in this matter. Your consent is required for us to be able to assist you in this matter. Mr. Hawes should be able to advise you separately as to whether this creates a problem for the county. Otherwise, this letter will serve as your consent and waiver of that potential conflict.

We are looking forward to representing you in the above matters. If, after your review of this letter, it meets with your approval, we ask that you sign and return a copy to us.

Mr. Hal Hawes  
General Counsel  
Williamson County Commissioner's Court  
April 19, 2021  
Page 3

Very truly yours,

SNEED, VINE & PERRY, A PROFESSIONAL  
CORPORATION



By: \_\_\_\_\_  
Christopher Stanley

The county agrees to retain Sneed, Vine & Perry, a Professional Corporation, on the foregoing terms.

\_\_\_\_\_  
Bill Gravell, Jr., County Judge

**Commissioners Court - Regular Session****30.****Meeting Date:** 04/27/2021

Stanley Convergent Master Services Agreement for Juvenile Detention Center

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a Master Service Agreement for Stanley Convergent Security Solutions, Inc. for Surveillance Equipment and Monitoring Services at the Williamson County Juvenile Detention Center in the not-to-exceed amount of \$500,000.00, per Sourcewell Contract #031517-SCS, and authorizing execution of the agreement.

**Background**

This agreement includes the purchase/installation, including service plans, storage, surveillance solution and monitoring at Williamson County Juvenile Detention Center. Department contact: Angel Gomez: Funding Source is P544.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:19 AM

04/22/2021 10:30 AM

Started On: 04/20/2021 02:02 PM



# Master Service Agreement

## Williamson County Juvenile Detention Center

This Master Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 between STANLEY Convergent Security Solutions, Inc. with its principal place of business located in 8350 Sunlight Drive, Fishers, IN 46037 (hereinafter referred to as "SCSS") and Williamson County, Texas, a political subdivisions of the State of Texas, for the Juvenile Detention Center with its principal place of business located at 200 Wilco Way, Georgetown, TX 78626 (hereinafter referred to as "Customer"). This Master Agreement sets forth the general terms and conditions for which SCSS shall provide services to Customer.

### 1. SCOPE OF AGREEMENT.

The instant terms and conditions shall apply to the following services: sales and/or installation, including Service Plans, Storage and Surveillance Solution and monitoring, as described in a Schedule of Service and Protection ("Schedule") and/or Proposal requested by Customer and agreed to by SCSS. SCSS will provide the services at the location(s) specified on the attached Schedule. If Customer purchases equipment, at the expiration of the limited warranty, repair service will be on a time and material basis during the hours of 8am-4pm Monday through Friday, excluding holidays, unless Customer subscribes to a service plan described on the Schedule.

It is agreed that Customer is a Sourcewell cooperative purchasing contract, Contract No. 031517-SCS, user and shall have the right to receive the Sourcewell cooperative pricing under this Agreement.

Should Customer choose to use SCSS owned systems, the parties agree to sign a separate agreement for any locations at which Customer will lease SCSS systems.

### 2. Term, Renewal, and Expiration.

This Agreement shall remain in force for an Initial Term of 60 Months from the date this Agreement is executed (the "Initial Term"). If Customer has existing locations currently using SCSS systems and/or services, the terms and conditions of this Agreement shall cancel and supersede existing agreements at those locations. After the Initial Term expires, this Agreement will automatically be renewed as consecutive terms of one year, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least 60 days prior to the anniversary date of the Initial Term. During the Initial Term, the terms and conditions of this Agreement shall control each location specified in a Schedule (a "new location") for a period of 60 Months from the date the system first becomes operational at any such new location and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least 60 days prior to the anniversary date that installation on the location commences. Provided, however, that if the Agreement has terminated or expired prior to the end of the term of such new location, the terms and conditions of the Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SCSS and the Customer, as to the providing of services to any such new locations.

### 3. Payment.

Customer agrees to pay SCSS:

- A. For the sale and/or installation of the systems as provided in the Schedule attached hereto. For the sale of quoted work paid on Net terms. For any equipment identified as "TKO" on the Schedule, Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule and will be paid over the Initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment.
- B. For the monitoring, and/or service of the system(s) as provided in the Schedule, commencing from the date of installation completion, which shall be the day said item of equipment is installed at Customer's location and/or is communicating with SCSS's monitoring facility (the "Center") as determined by SCSS ("Installation Date.") Customer also agrees to pay interim charges in the amount of approximately 1/30<sup>th</sup> of the monthly charges for each day from and including the date the system becomes operative until the first (1<sup>st</sup>) of the following month. Payments for services are due Monthly in advance, commencing from the first day of the month following the date the system becomes operative.
- C. Customer agrees that at any time following expiration of the first 12 Months of any Schedule, SCSS may increase the basic monthly charges for the location(s) specified on the Schedule, once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed 9% percent over the previous twelve (12) months' basic ongoing charges.
- D. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- E. **The Not-to-Exceed Amount: The not-to-exceed amount for any 12-month term under this Agreement shall be \$500,000.00, unless revised by the Williamson County Commissioners Court through a written amendment signed by both parties.**

### 4. Liquidated Damages and SCSS's Limits of Liability.

- A. The parties agree that SCSS is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise, with the exception of named indemnitees in Article 4 herein.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, SCSS'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.
- C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF THE SERVICE PROVIDED BY SCSS, INCLUDING BUT NOT LIMITED TO, THE MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.
- D. Paragraphs A through C of this Article 4 shall apply to any other company or entity which, in addition to SCSS, furnishes, as a subcontractor, or otherwise, any installation, monitoring or other services provided hereunder.
- E. It is further agreed that Paragraphs A through D of this Article 4 shall be subject to the extent authorized under Texas Law.
- F. SCSS will indemnify, defend and hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Owner's premises performing the installation and/or repair work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom



that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

- G. **Limited Equipment Warranty.** Where Customer purchases a security system under this Agreement, SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8:00 am – 4:00 pm local time, Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced on a time and material basis.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING LIMITED EQUIPMENT WARRANTY, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **Miscellaneous Charges and Increase in Charges.**

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SCSS is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by SCSS, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.
- C. The payments set forth in the Schedule referenced in paragraphs 3.A. and 3.B. include telephone company line charges if required. SCSS may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the system.
- D. Installation charges set forth in the Schedule assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or if SCSS's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any Governmental agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain alarm use permits, required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. Failure to pay amounts when due shall give SCSS the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3.

6. **Further Obligations of Customer.**

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SCSS due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SCSS OF ANY EQUIPMENT OR DEVICE TO ANY SCSS EQUIPMENT.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. To the extent applicable, Customer shall permit SCSS access to the premises for any reason arising out of, or in connection with, SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer.
- F. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Equipment Warranty.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start, or continue, to perform its work under the Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM A BREACH OF THE FOREGOING REPRESENTATIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SCSS).



- K. Customer agrees that SCSS may conduct a credit investigation and review or provide a copy of the Agreement or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.
- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

**7. Further Obligations of SCSS: Limitations.**

- A. Neither party shall be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the system will be connected to SCSS's Center. Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist, or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the Schedule have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- E. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents, nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
- G. If a service plan or software support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this Agreement.

**8. Proprietary Protection.**

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

**9. Termination.**

- A. SCSS may terminate this Agreement as follows:
  - i) Immediately, in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days after receipt of written notice from SCSS specifying such default. Notification by facsimile, U.S. mail or by courier shall be acceptable. Upon such termination for default, the balance of all moneys due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
  - ii) Immediately, in the event SCSS's monitoring center, the telephone lines, wires, or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
  - iii) As provided in Article 2 relating to expiration.
- B. Customer may terminate this Agreement:
  - i) Immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location; or
  - ii) In the event SCSS defaults in the performance of any of the terms and conditions of the Agreement, SCSS shall have thirty (30) calendar days from the receipt of written confirmation by the Customer of such default to remedy or cure the default. If, after the thirty (30) calendar day period SCSS does not remedy or cure such default, Customer may terminate the Agreement effective immediately thereafter; or
  - iii) As provided in Article 2 relating to expiration.
- C. This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days prior written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- D. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8.

**10. Assignment.**

This Agreement is not assignable by the Customer, except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of the obligations under the Agreement, without the consent of, but with notification to, the Customer.

**11. Insurance and Waiver of Subrogation.**

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by SCSS. For all losses, damage or injury above the limits set forth in Paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

**12. Severability and Savings**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

**13. Non-solicitation**

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired Employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through "head hunters" who contact a party's employees without the party's knowledge will not be considered solicitations for purposes of this paragraph.

**14. Mediation**

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**15. Choice of Law**

This Agreement is entered into in the State of Texas with venue in Williamson County, Texas, and shall be interpreted, enforced and governed under the laws of the State of Texas without regard to application of conflicts of laws principles that would require the application of any other law.

**16. No Waiver of Sovereign Immunity or Powers**

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

**17. Right to Audit**

SCSS agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of SCSS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SCSS agrees that Customer shall have access during normal working hours to all necessary SCSS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give SCSS reasonable advance notice of intended audits.

**18. Entire Agreement.**

It is agreed to and understood by the parties that this Agreement, and the attached Schedule and Exhibits, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS's management as provided below. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

**STANLEY Convergent Security Solutions, Inc.**

**Customer: Williamson County-Juvenile Detention Center**

David Beeler

Security Representative

Customer (Sign)

Senior Sales Engineer

Security Representative Title

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

David Beeler

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

**Account Payment Settings:**

**PO Required by customer:** ☐



Billing Addresses:		Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:		Juvenile Detention - 200 Wilco Way	Juvenile Detention - 200 Wilco Way	Juvenile Detention - 200 Wilco Way
City		Georgetown	Georgetown	Georgetown
State/Providence		TX	TX	TX
Country		United States	United States	United States
Zip/Postal Code		78626	78626	78626
Attention				
Billing Contact		Angel Gomez	Angel Gomez	Angel Gomez
Billing Phone		512-917-0894	512-917-0894	512-917-0894
Billing ID				
Special Handling Required		Y	Y	Y
Notes for Special Handling		Tax Exempt	Tax Exempt	Tax Exempt
PO #				

**Commissioners Court - Regular Session****31.****Meeting Date:** 04/27/2021

Tax Collection Agreement

**Submitted For:** Larry Gaddes**Submitted By:** Judy Kocian, County Tax  
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Leander Municipal Utility District No. 3 and the County of Williamson, Texas.

**Background**

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Leander Municipal Utility District No. 3 require the County Judge's signature and the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Leander MUD No. 3

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 04/21/2021

**Reviewed By**

Andrea Schiele

**Date**

04/21/2021 11:49 AM

Started On: 04/21/2021 10:43 AM



**THE STATE OF TEXAS**

§  
§  
§

**TAX COLLECTION AGREEMENT**

**COUNTY OF WILLIAMSON**

WHEREAS, the Leander Municipal Utility District No. 3 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Leander Municipal Utility District No. 3, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

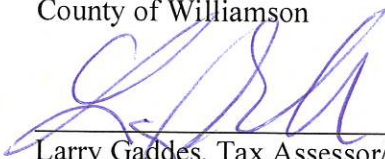
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.


IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF WILLIAMSON

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson

  
\_\_\_\_\_  
Larry Gaddes, Tax Assessor/Collector,  
County of Williamson

  
\_\_\_\_\_  
Pete Peters, President  
Leander Municipal Utility District No. 3

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON  
FOR COLLECTION OF TAXES**

WHEREAS, the Leander Municipal Utility District No. 3 desires to levy an ad valorem tax in each fiscal year; and

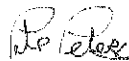
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Leander Municipal Utility District No. 3 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Leander Municipal Utility District No. 3 THAT:

The President of Leander Municipal Utility District No. 3 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Pete Peters

, President  
Leander Municipal Utility District No. 3

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES**

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Leander Municipal Utility District No. 3 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Leander Municipal Utility District No. 3 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson



**RESOLUTION AUTHORIZING AGREEMENT WITH  
THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §**

**WHEREAS**, Leander Municipal Utility District No. 3 (the "District") desires to levy an ad valorem tax in each fiscal year; and

**WHEREAS**, the County of Williamson, Texas (the "County") provides ad valorem tax collection services; and

**WHEREAS**, The District finds it to be in the public interest to authorize a contract with the County for collection of ad valorem taxes;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT THAT:**

Section 1.     The President of the Board of Directors of the District (the "Board") is hereby authorized and directed to enter into a contract on behalf of the District with the County, in the form and according to the terms in the attached Exhibit "A".

Section 2.     This Resolution may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

ADOPTED by the Board on this 8th day of April, 2021.

(SEAL)



**LEANDER MUNICIPAL UTILITY DISTRICT  
NO. 3**

  
\_\_\_\_\_  
Pete Peters, President  
Board of Directors

ATTEST:

  
\_\_\_\_\_

Shalene Conrad, Secretary  
Board of Directors

**Commissioners Court - Regular Session****32.****Meeting Date:** 04/27/2021

FY19 Action Plan Habitat Amendment

**Submitted By:** Sally Bardwell, HUD Grants**Department:** HUD Grants**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action to amend the 2019 Community Development Block Grant Annual Action Plan by reallocating \$100,000 from the Habitat for Humanity Land Acquisition project to Habitat for Humanity Home Repair project.

**Background**

Habitat for Humanity was funded \$100,000 in FY19 for land acquisition throughout the county with the intent of building affordable homes. As the cost of land rises, it has become increasingly difficult to find and purchase affordable property.

The Habitat for Humanity Home Repair Program was funded \$75,000 in FY19. It has assisted 15 households/39 household members. All clients were income qualified.

Habitat has requested the \$100,000 originally allocated to the land acquisition project be reallocated to the home repair project. Combining the FY19 reallocation of \$100,000 and the FY20 allocation of \$75,000 will allow Habitat to utilize the funds to assist an estimated 19-25 households.

Approving this request will trigger a substantial amendment to the Annual Action Plan which will require a 30-day public comment period.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sally Bardwell

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 09:37 AM

Started On: 04/22/2021 09:10 AM

**Commissioners Court - Regular Session****33.****Meeting Date:** 04/27/2021

Animal Shelter BA Rev 04.27.21

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

**Background**

This is for donation collections for January 2021 through March 2021.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$30,683.76
	0546.0000.367440	Janes's Fund Donations	\$16,059.10
	0546.0000.367442	Play Yard Donations	\$937.50
	0546.0000.367443	Heart Worm Donations	\$1,954.61
	0546.0000.367445	SIT Team Donations	\$5,219.50
	0546.0000.367447	Animal Transport Donations	\$65.00
	0546.0000.367448	Kitten Care Donations	\$12,500.00
	0546.0000.370150	Sales of Pet Care Products	\$1,110.91

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/20/2021

**Reviewed By**

Andrea Schiele

**Date**

04/20/2021 01:43 PM

Started On: 04/20/2021 08:48 AM

**Commissioners Court - Regular Session****34.****Meeting Date:** 04/27/2021

Animal Shelter BA Exp 04.27.21

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

**Background**

This is for donation collections for January 2021 through March 2021.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0546.0546.003510	Purchases for Resale	\$1,110.91
	0546.0546.003670	Use of Donations	\$30,683.76
	0546.0546.004100	Professional Services	\$16,059.10
	0546.0546.004105	Foster Home Care	\$12,500.00
	0546.0546.004231	Travel	\$65.00
	0546.0546.004232	Training	\$5,219.50
	0546.0546.004509	Facility Enhancements	\$937.50
	0546.0546.004975	Animal Medical Care	\$1,954.61

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/20/2021

**Reviewed By**

Andrea Schiele

**Date**

04/20/2021 01:44 PM

Started On: 04/20/2021 08:50 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 04/27/2021

Park Donations BA Rev 04.27.21

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

**Background**

Donations include a \$1,868.00 donation for a memorial bench for Keith "Poppy" Jameson and \$456.00 in donations for firewood from various patrons.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$2,324.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/20/2021

**Reviewed By**

Andrea Schiele

**Date**

04/20/2021 01:44 PM

Started On: 04/20/2021 08:51 AM



**Commissioners Court - Regular Session****36.****Meeting Date:** 04/27/2021

Park Donations Exp 04.27.21

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

**Background**

Donations include a \$1,868.00 donation for a memorial bench for Keith "Poppy" Jameson and \$456.00 in donations for firewood from various patrons.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$2,324.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/20/2021

**Reviewed By**

Andrea Schiele

**Date**

04/20/2021 01:45 PM

Started On: 04/20/2021 08:51 AM

**Commissioners Court - Regular Session****37.****Meeting Date:** 04/27/2021

2013 Road Bond Transfer

**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$550,000 from P224 (North Mays Extension) to P284 (Hairy Man Road/Brushy Creek), to transfer \$200,000 from P290 (non-departmental) to P329 (O'Connor Drive Signals), to transfer \$15,000 from P243 (SH 29 Bypass/Inner Loop) to P231 (Ronald Reagan Blvd to IH-35) and to transfer \$150,000 from P302 (SH 130 Frontage Road Phase 3) to P261 (CR 110 Middle Phase 2).

**Background**

The attached memo provides more detail on the funds being transferred.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

2013 Road Bond Transfer

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 11:31 AM

Started On: 04/22/2021 11:14 AM

**HNTB Corporation**  
Engineers Architects Planners

101 E Old Settlers Blvd  
Suite 100  
Round Rock, TX 78664

Telephone (512) 744-9082  
[www.hntb.com](http://www.hntb.com)

Ms. Tomika Lynce  
Williamson County Auditor's Office  
Historic County Courthouse  
710 Main Street, Ste. 301  
Georgetown, TX 78626



April 21, 2021

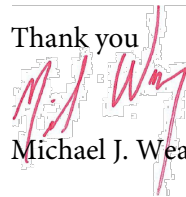
Re: 2013 Road Bond Project Budget Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment:

- Move \$550,000.00 from P-224 North Mays Extension to P-284 Hairy Man Rd/Brushy Creek;
- Move \$200,000.00 from P-290 Unallocated to P-329 O'Connor Drive Signals;
- Move \$15,000.00 from P-243 SH 29 Bypass/Inner Loop to P-231 Ronald Reagan Blvd at IH-35;
- Move \$150,000.00 from P-302 SH 130 FR Rd. Ph. 3 to P-261 CR 110 Middle Phase 2.

If you have any questions, please let me know.

Thank you  
  
Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure  
Pam Navarrette, Williamson County Auditor's Office  
Julie Kiley, Williamson County Auditor's Office  
Christen Eschberger, P.E., HNTB  
Kate Wilder, P.E., HNTB  
Marie Walters, HNTB

**Commissioners Court - Regular Session****38.****Meeting Date:** 04/27/2021

DOI Projects and Issues

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/17/2021

**Reviewed By**

Andrea Schiele

**Date**

03/17/2021 04:13 PM

Started On: 03/17/2021 01:34 PM

**Commissioners Court - Regular Session****39.****Meeting Date:** 04/27/2021

Purchase of a Freightliner 114SD for Road and Bridge

**Submitted For:** Joy Simonton**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of one (1) 2022/23 Freightliner 114SD Chassis Truck w/DD13, 11 spd LL, 20k-46k to include Wirtgen MC-20 in the amount of \$314,569.00 from Freightliner of Austin, as per BuyBoard Contract #521-16.

**Background**

This vehicle is being purchased for the Road and Bridge Department. Department contact: Ron Roberts, Funding Source: 01.0200.0210.005711 and approved in the FY21 budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:21 AM

04/22/2021 10:32 AM

Started On: 04/21/2021 10:16 AM



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 04-15-2021

PURCHASING NAME

Williamson County

ADDRESS

3151 SE Inner Loop

TELEPHONE

512-943-3368

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2022-23	Freightliner	114SD	Order Units	
MILEAGE:				
Tx Buy Board 521-16				
2022/23 Freightliner 114SD chassis				310,544.00
DD13, 11spd LL, 20K -46K,				
to include Wirtgen MC-20 complete				
Extended engine 5/200 and trans warranty				4,025.00
Replacement unit complete				
<b>Disclaimer of Warranties</b>				
Any warranties on the products sold hereby are those made by the factory. The Seller, <i>Freightliner of Austin</i> , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and <i>Freightliner of Austin</i> , neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.				
CUSTOMER SIGNATURE				
SALESMAN SIGNATURE Tom Standard (512) 468-7270				

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

PAYOFF TO:		TOTAL	314,569.00
ADDRESS:		Trade Allowance	
GOOD UNTIL:		Trading Difference	
QUOTED BY:		Sales Tax	
SHOW LEIN TO:		Vehicle Inventory Tax	
ADDRESS:		License Fee	
DATED:		Body Type:	Documentary Fee
DRAFT FOR \$		License Wt.:	Federal Excise Tax
DRAFT THRU:		State Insp.:	TOTAL SALE PRICE
ADDRESS:		License:	Payoff on Trade
		Title:	Ext. Service Agreement
		Transfer:	Less Deposit
		Total Balance Due	314,569.00



Prepared for:  
Shea Webb  
WILLIAMSON COUNTY  
3151 S E Inner Loop  
Georgetown, TX 78626  
Phone: 512-943-5293

Prepared by:  
Tom Standard  
FREIGHTLINER OF AUSTIN  
1701 SMITH ROAD  
AUSTIN, TX 78721  
Phone: 512-389-0000  
E-Mail: tstandard@ftl1.com

Shea Webb,

2022/23 Freightliner 114SD replacement chassis to accommodate  
Wirtgen SMC20.

Thanks ,

Tom Standard



Prepared for:  
Shea Webb  
WILLIAMSON COUNTY  
3151 S E Inner Loop  
Georgetown, TX 78626  
Phone: 512-943-5293

Prepared by:  
Tom Standard  
FREIGHTLINER OF AUSTIN  
1701 SMITH ROAD  
AUSTIN, TX 78721  
Phone: 512-389-0000  
E-Mail: tstandard@ftl1.com

## CONDENSED SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
<b>Vehicle Configuration</b>			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,476
002-004	SET BACK AXLE - TRUCK	480	-480
<b>Engine</b>			
101-2YB	DETROIT DD13 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM		
<b>Engine Equipment</b>			
128-002	JACOBS COMPRESSION BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
<b>Transmission</b>			
342-1B8	EATON FULLER RTO-16909ALL TRANSMISSION	130	50
<b>Front Axle and Equipment</b>			
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
<b>Front Suspension</b>			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
<b>Rear Axle and Equipment</b>			
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		420
421-391	3.91 REAR AXLE RATIO		
<b>Rear Suspension</b>			
622-1E7	HENDRICKSON HAULMAAX @ 46,000# REAR SUSPENSION		295
<b>Wheelbase &amp; Frame</b>			
545-615	6150MM (242 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	770	120
<b>Fuel Tanks</b>			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
<b>Tires</b>			
093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196	

Prepared for:  
Shea Webb  
WILLIAMSON COUNTY  
3151 S E Inner Loop  
Georgetown, TX 78626  
Phone: 512-943-5293

Prepared by:  
Tom Standard  
FREIGHTLINER OF AUSTIN  
1701 SMITH ROAD  
AUSTIN, TX 78721  
Phone: 512-389-0000  
E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		120

#### Wheels

502-566	MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	102	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160

#### Cab Exterior

829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
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#### Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

#### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	10805 lbs	7822 lbs	18627 lbs
Total Weight <sup>+</sup>	10805 lbs	7822 lbs	18627 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

#### Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

# TASB Buyboard

## Quotation Worksheet

Date: 4/12/2021

Distributor Name: Nueces Power Equipment  
 Sales Person: JC Reynolds  
 Phone Number: 210-310-0066

Price list date: 3/20/2018

Customer name: Williamson County  
 Customer Contact:

Model Discount: 15.0%  
 factor 85.0%

Machine Make	Model	Description	Sales Code	Factory List Price	Customer Price
Wirtgen	MC 16	16 Cu.Yd. Spreader	597-19	\$ 165,167.00	\$ 140,391.95
See Attached Specifications					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Factory Options &amp; Attachments</b>					\$ -
MC 20 Cubic yard upgrade				\$12,000.00	\$ 10,200.00
R 4 filling device				\$2,836.00	\$ 2,410.60
Weightronics				\$16,041.00	\$ 13,634.85
Lockable storage compartments				\$9,446.00	\$ 8,029.10
Dust collection system				\$6,989.00	\$ 5,940.65
<b>Non-Factory Options &amp; Attachments</b>					\$ -
PDI and Training				\$2,500.00	\$2,500.00
Factory Freight				\$3,500.00	\$3,500.00
Local Delivery				\$750.00	\$750.00
Installation on Chassis				\$10,000.00	\$10,000.00
<b>Sub Total</b>					<b>\$ 197,357.15</b>
<b>Additional Discount/Trade in</b>					\$ -
<b>Total Sale Price</b>					<b>\$ 197,357.15</b>
<b>Validity</b>	90 Days				
<b>Delivery</b>	30-150 Days A.R.O.				
<b>FOB</b>	Customers Yard				

**Commissioners Court - Regular Session****40.****Meeting Date:** 04/27/2021

Award IFB Southeast Loop Segment I Phase I

**Submitted For:** Joy Simonton**Submitted By:** Kim Chappius,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #T3346 Southeast Loop Segment I Phase I FY21 to James Construction Group and authorizing execution of the agreement.

**Background**

The Purchasing Department solicited bids for T3346 IFB Southeast Loop Segment I Phase I. Nineteen (19) suppliers participated in the solicitation of which six (6) suppliers submitted a bid. The bids have been reviewed and the apparent low bid James Construction Group, LLC was found to be responsive and materially balanced. The lowest bidder was \$980,300.07 lower than the Engineer's Estimate, a cost savings of 7.84%. The bidding was competitive with the lowest two bidders being within 2.63% of each other. After the evaluation phase, it was determined **James Construction Group** was the most qualified firm to provide the services required by the County for Southeast Loop Segment I Phase I. In addition to meeting the bid qualifications and subject to being low bidder, James Construction Group, LLC has successfully completed a previous Williamson County project (Southwest Bypass Segment 2) performing similar work and is currently the prime contractor on the CR 110 Middle and CR 101 projects. Total contract amount will be \$11,526,789.09. Department point of contact is Terron Evertson. Funding source P463 (Southeast Corridor).

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Award recommendation

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 04/22/2021

**Reviewed By**

Joy Simonton

Andrea Schiele

**Date**

04/22/2021 10:33 AM

04/22/2021 10:34 AM

Started On: 04/20/2021 03:05 PM

**April 20, 2021**

Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, Texas 78626



Attention: Kerstin Hancock  
Deputy Purchasing Agent

Re: Williamson County Road Bond Program  
South East Loop Segment 1 Phase 1  
Williamson County Project No. T3346  
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (James Construction Group, LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1. James Construction Group	\$11,526,789.09
2. Chasco Constructors	\$11,829,929.00
3. Capital Excavation Company	\$12,198,853.06
4. MA Smith Contracting	\$12,582,546.06
5. Jordan Foster Construction	\$12,850,511.32
6. Angel Brothers Enterprises	\$14,034,515.33

The lowest bidder was \$980,300.07 lower than the Engineer's Estimate, a cost savings of 7.84%. The bidding was competitive with the lowest two bidders being within 2.63% of each other.

In addition to meeting the bid qualifications subject to being low bidder, James Construction Group, LLC has successfully completed a previous Williamson County project (Southwest Bypass Segment 2) performing similar work and is currently the prime contractor on the CR 110 Middle and CR 101 projects. Based on the quality of previous work done for the County and the low bid of \$11,526,789.09, we concur with the Design Engineer's (RTG) Recommendation of Award for the South East Loop Segment 1 Phase 1 contract to James Construction Group, LLC in the amount of \$11,526,789.09.

Please feel free to contact our office with any questions.



Respectfully Submitted,

**HNTB Corporation**



Lowell Choate, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge  
Commissioner Cook, Williamson County, Pct. 1  
Commissioner Long, Williamson County, Pct. 2  
Commissioner Covey, Williamson County, Pct. 3  
Commissioner Boles, Williamson County, Pct. 4  
Robert B. Daigh, Williamson County  
Terron Evertson, Williamson County  
Mike Weaver, HNTB Corporation  
Richard Ridings, HNTB Corporation

**Bid Comparison**

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
JAMES CONSTRUCTION GROUP, LLC	\$11,526,789.09	1	(\$980,300.07)	-7.84%	-	-
CHASCO CONSTRUCTORS	\$11,829,929.00	2	(\$677,160.16)	-5.41%	\$ 303,139.91	2.63%
CAPITAL EXCAVATION COMPANY	\$12,198,853.06	3	(\$308,236.10)	-2.46%	\$ 672,063.97	5.83%
MA SMITH CONTRACTING CO., INC.	\$12,582,546.06	4	\$75,456.90	0.60%	\$ 1,055,756.97	9.16%
JORDAN FOSTER CONSTRUCTION LLC	\$12,850,511.32	5	\$343,422.16	2.75%	\$ 1,323,722.23	11.48%
ANGEL BROTHERS ENTERPRISES	\$14,034,515.33	6	\$1,527,426.17	12.21%	\$ 2,507,726.24	21.76%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JAMES CONSTRUCTION GROUP, LLC		CHASCO CONSTRUCTORS		CAPITAL EXCAVATION COMPANY		MA SMITH CONTRACTING CO., INC.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	108	STA	\$ 2,875.00	\$ 310,500.00	\$10,650.00	\$ 1,150,200.00	\$2,500.00	\$ 270,000.00	\$1,930.00	\$ 208,440.00	\$1,400.00	\$ 151,200.00
2	104-6022	REMOVING CONC (CURB AND GUTTER)	725	LF	\$ 5.50	\$ 3,987.50	\$2.23	\$ 1,616.75	\$5.00	\$ 3,625.00	\$6.85	\$ 4,966.25	\$6.50	\$ 4,712.50
3	105-6088	REMOVING STAB BASE AND ASPH PAV(0"-5")	2425	SY	\$ 5.00	\$ 12,125.00	\$4.33	\$ 10,500.25	\$5.50	\$ 13,337.50	\$4.10	\$ 9,942.50	\$4.00	\$ 9,700.00
4	106-6002	OBLITERATING ABANDONED ROAD	2425	SY	\$ 6.00	\$ 14,550.00	\$0.76	\$ 1,843.00	\$7.00	\$ 16,975.00	\$1.15	\$ 2,788.75	\$5.25	\$ 12,731.25
5	110-6001	EXCAVATION (ROADWAY)	18052	CY	\$ 9.00	\$ 162,468.00	\$3.92	\$ 70,763.84	\$12.50	\$ 225,650.00	\$11.05	\$ 199,474.60	\$15.50	\$ 279,806.00
6	110-6003	EXCAVATION (SPECIAL)	18048	CY	\$ 12.50	\$ 225,600.00	\$7.21	\$ 130,126.08	\$10.00	\$ 180,480.00	\$15.00	\$ 270,720.00	\$22.50	\$ 406,080.00
7	132-6006	EMBANKMENT (FINAL) (DENS CONT) (TY C)	31399	CY	\$ 22.50	\$ 706,477.50	\$23.96	\$ 752,320.04	\$13.00	\$ 408,187.00	\$26.10	\$ 819,513.90	\$21.00	\$ 659,379.00
8	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	71812	SY	\$ 1.50	\$ 107,718.00	\$0.31	\$ 22,261.72	\$1.50	\$ 107,718.00	\$2.95	\$ 211,845.40	\$0.70	\$ 50,268.40
9	161-WC001	EROSION CONTROL COMPOST (3")	17893	SY	\$ 4.00	\$ 71,572.00	\$2.36	\$ 42,227.48	\$2.40	\$ 42,943.20	\$2.05	\$ 36,680.65	\$2.15	\$ 38,469.95
10	162-WC103	MULCH TOPDRESSING (5")	17893	SY	\$ 5.00	\$ 89,465.00	\$5.28	\$ 94,475.04	\$2.60	\$ 46,521.80	\$3.40	\$ 60,836.20	\$1.75	\$ 31,312.75
11	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	35914	SY	\$ 0.25	\$ 8,978.50	\$0.15	\$ 5,387.10	\$0.15	\$ 5,387.10	\$0.25	\$ 8,978.50	\$0.27	\$ 9,696.78
12	164-WC11	SEEDING FOR EROSION CTRL(TEMP&PERM)(COOL)(TY11)	107726	SY	\$ 0.20	\$ 21,545.20	\$0.13	\$ 14,004.38	\$0.15	\$ 16,158.90	\$0.21	\$ 22,622.46	\$0.22	\$ 23,699.72
13	166-6002	FERTILIZER	11	TON	\$ 1,250.00	\$ 13,750.00	\$1,106.05	\$ 12,166.55	\$1,150.00	\$ 12,650.00	\$1,230.00	\$ 13,530.00	\$1,300.00	\$ 14,300.00
14	168-WC01	VEGETATIVE WATERING	2874	MG	\$ 13.75	\$ 39,517.50	\$27.00	\$ 77,598.00	\$15.00	\$ 43,110.00	\$20.25	\$ 58,198.50	\$17.00	\$ 48,858.00
15	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	15622	SY	\$ 1.00	\$ 15,622.00	\$1.25	\$ 19,527.50	\$1.30	\$ 20,308.60	\$1.40	\$ 21,870.80	\$1.50	\$ 23,433.00
16	169-6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	29263	SY	\$ 1.30	\$ 38,041.90	\$1.45	\$ 42,431.35	\$1.50	\$ 43,894.50	\$1.55	\$ 45,357.65	\$7.00	\$ 204,841.00
17	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	11455	CY	\$ 52.50	\$ 601,387.50	\$35.83	\$ 410,432.65	\$38.00	\$ 435,290.00	\$34.00	\$ 389,470.00	\$38.00	\$ 435,290.00
18	260-6011	LIME TRT (EXST MATL) (12")	36377	SY	\$ 3.00	\$ 109,131.00	\$3.05	\$ 110,949.85	\$3.00	\$ 109,131.00	\$2.70	\$ 98,217.90	\$3.75	\$ 136,413.75
19	260-6043	LIME (HYD, COM OR QK)(SLURRY)	980	TON	\$ 150.00	\$ 147,000.00	\$140.67	\$ 137,856.60	\$150.00	\$ 147,000.00	\$180.00	\$ 176,400.00	\$155.00	\$ 151,900.00
20	310-6001	PRIME COAT (MULTI OPTION)	6840	GAL	\$ 4.00	\$ 27,360.00	\$3.20	\$ 21,888.00	\$4.00	\$ 27,360.00	\$3.30	\$ 22,572.00	\$3.50	\$ 23,940.00
21	316-6002	AGGR (MULTI OPTION)	336	CY	\$ 85.00	\$ 28,560.00	\$105.00	\$ 35,280.00	\$99.00	\$ 33,264.00	\$108.00	\$ 36,288.00	\$114.00	\$ 38,304.00
22	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	13756	GAL	\$ 3.50	\$ 48,146.00	\$2.90	\$ 39,892.40	\$3.40	\$ 46,770.40	\$3.00	\$ 41,268.00	\$3.10	\$ 42,643.60
23	351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	1528	SY	\$ 32.50	\$ 49,660.00	\$45.95	\$ 70,211.60	\$31.00	\$ 47,368.00	\$41.10	\$ 62,800.80	\$43.00	\$ 65,704.00
24	354-6022	PLANE ASPH CONC PAV (0" TO 3")	3729	SY	\$ 7.50	\$ 27,967.50	\$4.14	\$ 15,438.06	\$4.25	\$ 15,848.25	\$4.10	\$ 15,288.90	\$4.50	\$ 16,780.50
25	400-6005	CEM STABIL BKFL	514	CY	\$ 125.00	\$ 64,250.00	\$106.72	\$ 54,854.08	\$130.00	\$ 66,820.00	\$170.00	\$ 87,380.00	\$200.00	\$ 102,800.00
26	401-6001	FLOWABLE BACKFILL	43	CY	\$ 300.00	\$ 12,900.00	\$122.71	\$ 5,276.53	\$175.00	\$ 7,525.00	\$200.00	\$ 8,600.00	\$150.00	\$ 6,450.00
27	402-6001	TRENCH EXCAVATION PROTECTION	3180	LF	\$ 3.50	\$ 11,130.00	\$0.36	\$ 1,144.80	\$1.50	\$ 4,770.00	\$4.35	\$ 13,833.00	\$1.00	\$ 3,180.00
28	403-6001	TEMPORARY SPL SHORING	3101	SF	\$ 15.00	\$ 46,515.00	\$24.35	\$ 75,509.35	\$11.00	\$ 34,111.00	\$23.60	\$ 73,183.60	\$26.00	\$ 80,626.00
29	416-6004	DRILL SHAFT (36 IN)	1564	LF	\$ 170.00	\$ 265,880.00	\$169.52	\$ 265,129.28	\$195.00	\$ 304,980.00	\$178.00	\$ 278,392.00	\$206.00	\$ 322,184.00
30	420-6013	CL C CONC (ABUT)	120	CY	\$ 875.00	\$ 105,000.00	\$589.84	\$ 70,780.80	\$860.00	\$ 103,200.00	\$880.00	\$ 105,600.00	\$1,080.00	\$ 129,600.00
31	420-6029	CL C CONC (CAP)	204	CY	\$ 950.00	\$ 193,800.00	\$890.11	\$ 181,582.44	\$960.00	\$ 195,840.00	\$990.00	\$ 201,960.00	\$1,225.00	\$ 249,900.00
32	420-6037	CL C CONC (COLUMN)	268	CY	\$ 1,025.00	\$ 274,700.00	\$598.12	\$ 160,296.16	\$1,000.00	\$ 268,000.00	\$1,070.00	\$ 286,760.00	\$1,270.00	\$ 340,360.00
33	422-6001	REINF CONC SLAB	51242	SF	\$ 16.00	\$ 819,872.00	\$15.82	\$ 810,648.44	\$18.00	\$ 922,356.00	\$15.50	\$ 794,251.00	\$21.50	\$ 1,101,703.00
34	422-6015	APPROACH SLAB	190	CY	\$ 475.00	\$ 90,250.00	\$432.90	\$ 82,251.00	\$450.00	\$ 85,500.00	\$570.00	\$ 108,300.00	\$655.00	\$ 124,450.00
35	423-6001	RETAINING WALL (MSE)	23029	SF	\$ 55.00	\$ 1,266,595.00	\$33.24	\$ 765,483.96	\$53.00	\$ 1,220,537.00	\$58.00	\$ 1,335,682.00	\$53.00	\$ 1,220,537.00
36	423-6005	RETAINING WALL (SPREAD FOOTING)	2192	SF	\$ 85.00	\$ 186,320.00	\$72.25	\$ 158,372.00	\$84.00	\$ 184,128.00	\$60.70	\$ 133,054.40	\$50.00	\$ 109,600.00
37	425-6037	PRESTR CONC GIRDER (TX40)	4520	LF	\$ 150.00	\$ 678,000.00	\$125.05	\$ 565,226.00	\$135.00	\$ 610,200.00	\$135.00	\$ 610,200.00	\$160.00	\$ 723,200.00
38	425-6038	PRESTR CONC GIRDER (TX46)	1195	LF	\$ 140.00	\$ 167,300.00	\$135.66	\$ 162,113.70	\$150.00	\$ 179,250.00	\$135.00	\$ 161,325.00	\$175.00	\$ 209,125.00
39	432-6001	RIPRAP (CONC)(4 IN)	1	CY	\$ 1,600.00	\$ 1,600.00	\$859.48	\$ 859.48	\$1,000.00	\$ 1,000.00	\$1,050.00	\$ 1,050.00	\$600.00	\$ 600.00
40	432-6002	RIPRAP (CONC)(5 IN)	352	CY	\$ 425.00	\$ 149,600.00	\$353.76	\$ 124,523.52	\$465.00	\$ 163,680.00	\$520.00	\$ 183,040.00	\$385.00	\$ 135,520.00
41	432-6008	RIPRAP (CONC)(CL B)(RR8&RR9)	525	CY	\$ 425.00	\$ 223,125.00	\$365.66	\$ 191,971.50	\$450.00	\$ 236,250.00	\$460.00	\$ 241,500.00	\$405.00	\$ 212,625.00
42	432-6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	82	CY	\$ 300.00	\$ 24,600.00	\$136.96	\$ 11,230.72	\$130.00	\$ 10,660.00	\$154.00	\$ 12,628.00	\$135.00	\$ 11,070.00
43	432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	228	CY	\$ 150.00	\$ 34,200.00	\$135.94	\$ 30,994.32	\$125.00	\$ 28,500.00	\$190.00	\$ 43,320.00	\$145.00	\$ 33,060.00
44	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	26	CY	\$ 200.00	\$ 5,200.00	\$153.30	\$ 3,985.80	\$130.00	\$ 3,380.00	\$190.00	\$ 4,940.00	\$195.00	\$ 5,070.00
45	432-6045	RIPRAP (MOW STRIP)(4 IN)	124	CY	\$ 450.00	\$ 55,800.00	\$457.23	\$ 56,696.52	\$575.00	\$ 71,300.00	\$580.00	\$ 71,920.00	\$525.00	\$ 65,100.00
46	442-6007	STR STEEL (MISC NON - BRIDGE)	996	LB	\$ 11.00	\$ 10,956.00	\$25.00	\$ 24,900.00	\$13.00	\$ 12,948.00	\$10.90	\$ 10,856.40	\$14.00	\$ 13,944.00
47	450-6023	RAIL (TY SSTR)	1775	LF	\$ 50.00	\$ 88,750.00	\$42.96	\$ 76,254.00	\$74.00	\$ 131,350.00	\$54.70	\$ 97,092.50	\$68.00	\$ 120,700.00
48	450-6030	RAIL (TY C221)	2801	LF	\$ 90.00	\$ 252,090.00	\$73.72	\$ 206,489.72	\$95.00	\$ 266,095.00	\$77.80	\$ 217,917.80	\$95.00	\$ 266,095.00
49	450-6052	RAIL (HANDRAIL)(TY F)	416	LF	\$ 110.00	\$ 45,760.00	\$105.91	\$ 44,058.56	\$120.00	\$ 49,920.00	\$160.00	\$ 66,560.00	\$120.00	\$ 49,920.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JAMES CONSTRUCTION GROUP, LLC		CHASCO CONSTRUCTORS		CAPITAL EXCAVATION COMPANY		MA SMITH CONTRACTING CO., INC.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
50	450-6062	RAIL (TY SSTR)(MOD)	15	LF	\$ 75.00	\$ 1,125.00	\$332.90	\$ 4,993.50	\$175.00	\$ 2,625.00	\$217.00	\$ 3,255.00	\$300.00	\$ 4,500.00
51	454-6018	SEALED EXPANSION JOINT (4 IN)(SEJ-M)	301	LF	\$ 105.00	\$ 31,605.00	\$102.74	\$ 30,924.74	\$110.00	\$ 33,110.00	\$129.00	\$ 38,829.00	\$174.00	\$ 52,374.00
52	464-6003	RC PIPE (CL III)(18 IN)	3477	LF	\$ 65.00	\$ 226,005.00	\$47.23	\$ 164,218.71	\$55.00	\$ 191,235.00	\$48.75	\$ 169,503.75	\$53.00	\$ 184,281.00
53	464-6005	RC PIPE (CL III)(24 IN)	3366	LF	\$ 85.00	\$ 286,110.00	\$60.35	\$ 203,138.10	\$68.00	\$ 228,888.00	\$59.50	\$ 200,277.00	\$66.00	\$ 222,156.00
54	464-6010	RC PIPE (CL III)(48 IN)	300	LF	\$ 200.00	\$ 60,000.00	\$158.67	\$ 47,601.00	\$200.00	\$ 60,000.00	\$198.00	\$ 59,400.00	\$180.00	\$ 54,000.00
55	465-6002	MANH (COMPL)(PRM)(48IN)	8	EA	\$ 4,500.00	\$ 36,000.00	\$2,018.69	\$ 16,149.52	\$3,500.00	\$ 28,000.00	\$3,030.00	\$ 24,240.00	\$2,700.00	\$ 21,600.00
56	465-6004	MANH (COMPL)(PRM)(72IN)	1	EA	\$ 6,000.00	\$ 6,000.00	\$7,581.49	\$ 7,581.49	\$8,376.00	\$ 8,376.00	\$6,000.00	\$ 6,000.00	\$6,800.00	\$ 6,800.00
57	465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	2	EA	\$ 4,500.00	\$ 9,000.00	\$2,807.05	\$ 5,614.10	\$4,100.00	\$ 8,200.00	\$3,870.00	\$ 7,740.00	\$3,300.00	\$ 6,600.00
58	465-6014	INLET (COMPL)(PCO)(3FT)(LEFT)	6	EA	\$ 4,750.00	\$ 28,500.00	\$3,983.96	\$ 23,903.76	\$5,400.00	\$ 32,400.00	\$5,400.00	\$ 32,400.00	\$4,600.00	\$ 27,600.00
59	465-6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	21	EA	\$ 4,500.00	\$ 94,500.00	\$3,536.43	\$ 74,265.03	\$5,000.00	\$ 105,000.00	\$4,970.00	\$ 104,370.00	\$4,200.00	\$ 88,200.00
60	465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	2	EA	\$ 5,000.00	\$ 10,000.00	\$3,932.33	\$ 7,864.66	\$6,000.00	\$ 12,000.00	\$5,300.00	\$ 10,600.00	\$4,600.00	\$ 9,200.00
61	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	6	EA	\$ 4,500.00	\$ 27,000.00	\$4,992.27	\$ 29,953.62	\$5,000.00	\$ 30,000.00	\$4,130.00	\$ 24,780.00	\$4,800.00	\$ 28,800.00
62	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	4	EA	\$ 5,500.00	\$ 22,000.00	\$5,102.01	\$ 20,408.04	\$5,500.00	\$ 22,000.00	\$4,230.00	\$ 16,920.00	\$5,200.00	\$ 20,800.00
63	465-6140	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX3FT)	1	EA	\$ 6,500.00	\$ 6,500.00	\$10,157.17	\$ 10,157.17	\$10,000.00	\$ 10,000.00	\$10,300.00	\$ 10,300.00	\$10,000.00	\$ 10,000.00
64	465-6153	INLET (COMPL)(PAZD)(RC)(4FTX4FT)	2	EA	\$ 5,750.00	\$ 11,500.00	\$3,977.52	\$ 7,955.04	\$5,000.00	\$ 10,000.00	\$3,960.00	\$ 7,920.00	\$5,000.00	\$ 10,000.00
65	465-WC01	R-3294 NEENAH INLET	2	EA	\$ 2,500.00	\$ 5,000.00	\$2,771.28	\$ 5,542.56	\$3,800.00	\$ 7,600.00	\$2,540.00	\$ 5,080.00	\$4,100.00	\$ 8,200.00
66	467-6359	SET (TY II)(18 IN)(RCP)(4:1)(P)	2	EA	\$ 1,250.00	\$ 2,500.00	\$1,335.37	\$ 2,670.74	\$1,700.00	\$ 3,400.00	\$1,100.00	\$ 2,200.00	\$1,300.00	\$ 2,600.00
67	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	6	EA	\$ 1,500.00	\$ 9,000.00	\$1,813.01	\$ 10,878.06	\$2,000.00	\$ 12,000.00	\$1,190.00	\$ 7,140.00	\$1,600.00	\$ 9,600.00
68	467-6395	SET (TY II)(24 IN)(RCP)(6:1)(P)	1	EA	\$ 1,750.00	\$ 1,750.00	\$2,184.19	\$ 2,184.19	\$2,300.00	\$ 2,300.00	\$2,060.00	\$ 2,060.00	\$2,400.00	\$ 2,400.00
69	467-6478	SET (TY II)(48 IN)(RCP)(4:1)(P)	1	EA	\$ 5,000.00	\$ 5,000.00	\$8,939.10	\$ 8,939.10	\$8,500.00	\$ 8,500.00	\$7,400.00	\$ 7,400.00	\$10,600.00	\$ 10,600.00
70	481-6013	PIPE (PVC)(SCH 40)(6 IN)	37	LF	\$ 60.00	\$ 2,220.00	\$48.22	\$ 1,784.14	\$45.00	\$ 1,665.00	\$18.45	\$ 682.65	\$40.00	\$ 1,480.00
71	481-6025	PIPE (PVC)(SCH 80)(10 IN)	30	LF	\$ 120.00	\$ 3,600.00	\$62.02	\$ 1,860.60	\$70.00	\$ 2,100.00	\$68.30	\$ 2,049.00	\$70.00	\$ 2,100.00
72	496-6002	REMOV STR (INLET)	2	EA	\$ 600.00	\$ 1,200.00	\$546.76	\$ 1,093.52	\$1,000.00	\$ 2,000.00	\$980.00	\$ 1,960.00	\$700.00	\$ 1,400.00
73	496-6003	REMOV STR (MANHOLE)	1	EA	\$ 650.00	\$ 650.00	\$632.78	\$ 632.78	\$1,000.00	\$ 1,000.00	\$3,510.00	\$ 3,510.00	\$900.00	\$ 900.00
74	496-6004	REMOV STR (SET)	6	EA	\$ 350.00	\$ 2,100.00	\$536.31	\$ 3,217.86	\$500.00	\$ 3,000.00	\$270.00	\$ 1,620.00	\$500.00	\$ 3,000.00
75	496-6007	REMOV STR (PIPE)	282	LF	\$ 15.00	\$ 4,230.00	\$21.71	\$ 6,122.22	\$20.00	\$ 5,640.00	\$9.15	\$ 2,580.30	\$12.00	\$ 3,384.00
76	500-6001	MOBILIZATION	1	LS	\$ 1,124,300.00	\$ 1,124,300.00	\$876,000.00	\$ 876,000.00	\$900,000.00	\$ 900,000.00	\$860,000.00	\$ 860,000.00	\$600,000.00	\$ 600,000.00
77	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	18	MO	\$ 7,500.00	\$ 135,000.00	\$2,825.79	\$ 50,864.22	\$2,800.00	\$ 50,400.00	\$1,910.00	\$ 34,380.00	\$2,500.00	\$ 45,000.00
78	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	880	LF	\$ 27.50	\$ 24,200.00	\$30.27	\$ 26,637.60	\$31.00	\$ 27,280.00	\$30.25	\$ 26,620.00	\$29.00	\$ 25,520.00
79	506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	140	LF	\$ 75.00	\$ 10,500.00	\$91.12	\$ 12,756.80	\$95.00	\$ 13,300.00	\$66.70	\$ 9,338.00	\$54.00	\$ 7,560.00
80	506-6011	ROCK FILTER DAMS (REMOVE)	1020	LF	\$ 10.00	\$ 10,200.00	\$14.19	\$ 14,473.80	\$14.50	\$ 14,790.00	\$20.00	\$ 20,400.00	\$16.50	\$ 16,830.00
81	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	175	SY	\$ 20.00	\$ 3,500.00	\$28.14	\$ 4,924.50	\$30.00	\$ 5,250.00	\$10.00	\$ 1,750.00	\$16.00	\$ 2,800.00
82	506-6024	CONSTRUCTION EXITS (REMOVE)	175	SY	\$ 10.00	\$ 1,750.00	\$6.62	\$ 1,158.50	\$7.00	\$ 1,225.00	\$9.75	\$ 1,706.25	\$12.00	\$ 2,100.00
83	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	15977	LF	\$ 2.50	\$ 39,942.50	\$2.12	\$ 33,871.24	\$3.00	\$ 47,931.00	\$2.30	\$ 36,747.10	\$3.75	\$ 59,913.75
84	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	15977	LF	\$ 0.75	\$ 11,982.75	\$0.46	\$ 7,349.42	\$0.50	\$ 7,988.50	\$0.25	\$ 3,994.25	\$1.10	\$ 17,574.70
85	506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	1034	LF	\$ 3.50	\$ 3,619.00	\$5.18	\$ 5,356.12	\$8.00	\$ 8,272.00	\$4.05	\$ 4,187.70	\$4.25	\$ 4,394.50
86	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	1034	LF	\$ 0.75	\$ 775.50	\$1.07	\$ 1,106.38	\$1.10	\$ 1,137.40	\$0.50	\$ 517.00	\$1.10	\$ 1,137.40
87	508-6001	CONSTRUCTING DETOURS	1659	SY	\$ 35.00	\$ 58,065.00	\$36.99	\$ 61,366.41	\$30.00	\$ 49,770.00	\$26.40	\$ 43,797.60	\$38.00	\$ 63,042.00
88	512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	810	LF	\$ 40.00	\$ 32,400.00	\$80.57	\$ 65,261.70	\$70.00	\$ 56,700.00	\$73.60	\$ 59,616.00	\$75.00	\$ 60,750.00
89	529-6008	CONC CURB & GUTTER (TY II)	10907	LF	\$ 18.50	\$ 201,779.50	\$19.00	\$ 207,233.00	\$14.00	\$ 152,698.00	\$16.05	\$ 175,057.35	\$15.00	\$ 163,605.00
90	529-6038	CONC CURB (RIBBON)	516	LF	\$ 40.00	\$ 20,640.00	\$19.22	\$ 9,917.52	\$13.00	\$ 6,708.00	\$21.75	\$ 11,223.00	\$12.00	\$ 6,192.00
91	530-6005	DRIVEWAYS (ACP)	262	SY	\$ 45.00	\$ 11,790.00	\$75.60	\$ 19,807.20	\$100.00	\$ 26,200.00	\$77.70	\$ 20,357.40	\$64.00	\$ 16,768.00
92	531-6002	CONC SIDEWALKS (5")	6476	SY	\$ 52.00	\$ 336,752.00	\$42.54	\$ 275,489.04	\$55.00	\$ 356,180.00	\$41.55	\$ 269,077.80	\$47.00	\$ 304,372.00
93	531-6010	CURB RAMPS (TY 7)	4	EA	\$ 1,500.00	\$ 6,000.00	\$1,730.84	\$ 6,923.36	\$2,150.00	\$ 8,600.00	\$1,150.00	\$ 4,600.00	\$1,500.00	\$ 6,000.00
94	540-6001	MTL W-BEAM GD FEN (TIM POST)	650	LF	\$ 25.00	\$ 16,250.00	\$24.15	\$ 15,697.50	\$24.50	\$ 15,925.00	\$24.25	\$ 15,762.50	\$26.00	\$ 16,900.00
95	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	13	EA	\$ 1,775.00	\$ 23,075.00	\$1,730.00	\$ 22,490.00	\$1,700.00	\$ 22,100.00	\$1,690.00	\$ 21,970.00	\$1,900.00	\$ 24,700.00
96	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2	EA	\$ 1,500.00	\$ 3,000.00	\$1,045.00	\$ 2,090.00	\$1,200.00	\$ 2,400.00	\$1,190.00	\$ 2,380.00	\$1,200.00	\$ 2,400.00
97	544-6001	GUARDRAIL END TREATMENT (INSTALL)	13	EA	\$ 2,675.00	\$ 34,775.00	\$2,760.00	\$ 35,880.00	\$2,900.00	\$ 37,700.00	\$2,890.00	\$ 37,570.00	\$3,100.00	\$ 40,300.00
98	550-6001	CHAIN LINK FENCE (INSTALL)(6')	766	LF	\$ 20.00	\$ 15,320.00	\$22.25	\$ 17,043.50	\$23.00	\$ 17,618.00	\$30.75	\$ 23,554.50	\$24.00	\$ 18,384.00
99	550-6012	CHAIN LINK FENCE GATE (INSTALL)(6'X16')	1	EA	\$ 1,500.00	\$ 1,500.00	\$933.50	\$ 933.50	\$950.00	\$ 950.00	\$5,900.00	\$ 5,900.00	\$1,000.00	\$ 1,000.00
100	556-6006	PIPE UNDERDRAINS (TY 6) (6")	191	LF	\$ 20.00	\$ 3,820.00	\$26.50	\$ 5,061.50	\$38.00	\$ 7,258.00	\$33.75	\$ 6,446.25	\$40.00	\$ 7,640.00
101	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	3	EA	\$ 200.00	\$ 600.00	\$176.26	\$ 528.78	\$180.00	\$ 540.00	\$179.00	\$ 537.00	\$150.00	\$ 450.00
102	644-6002	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	4	EA	\$ 500.00	\$ 2,000.00	\$550.00	\$ 2,200.00	\$570.00	\$ 2,280.00	\$670.00	\$ 2,680.00	\$685.00	\$ 2,740.00
103	644-6007	IN SM RD SN SUP&AM TY10BWG (1) SA (U)	2	EA	\$ 700.00	\$ 1,400.00	\$675.00	\$ 1,350.00	\$700.00	\$ 1,400.00	\$700.00	\$ 1,400.00	\$825.00	\$ 1,650.00
104	644-6058	IN SM RD SN SUP&AM TYTWT (1) UB (P)	1	EA	\$ 650.00	\$ 650.00	\$600.00	\$ 600.00	\$625.00	\$ 625.00	\$430.00	\$ 430.00	\$435.00	\$ 435.00
105	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	8	EA	\$ 350.00	\$ 2,800.00	\$350.00	\$ 2,800.00	\$365.00	\$ 2,920.00	\$390.00	\$ 3,120.00	\$425.00	\$ 3,400.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JAMES CONSTRUCTION GROUP, LLC		CHASCO CONSTRUCTORS		CAPITAL EXCAVATION COMPANY		MA SMITH CONTRACTING CO., INC.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
106	644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	19	EA	\$ 450.00	\$ 8,550.00	\$450.00	\$ 8,550.00	\$465.00	\$ 8,835.00	\$450.00	\$ 8,550.00	\$535.00	\$ 10,165.00
107	644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	1	EA	\$ 3,000.00	\$ 3,000.00	\$3,500.00	\$ 3,500.00	\$3,600.00	\$ 3,600.00	\$3,180.00	\$ 3,180.00	\$875.00	\$ 875.00
108	644-6076	REMOVE SM RD SN SUP&AM	9	EA	\$ 100.00	\$ 900.00	\$70.00	\$ 630.00	\$77.00	\$ 693.00	\$88.10	\$ 792.90	\$220.00	\$ 1,980.00
109	658-6002	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND (BI)	60	EA	\$ 95.00	\$ 5,700.00	\$20.00	\$ 1,200.00	\$50.00	\$ 3,000.00	\$49.20	\$ 2,952.00	\$52.00	\$ 3,120.00
110	658-6013	INSTL DEL ASSM (D-SW) SZ (BRF) CTB	11	EA	\$ 20.00	\$ 220.00	\$20.00	\$ 220.00	\$13.50	\$ 148.50	\$13.35	\$ 146.85	\$18.00	\$ 198.00
111	658-6014	INSTL DEL ASSM (D-SW) SZ (BRF) CTB (BI)	25	EA	\$ 25.00	\$ 625.00	\$25.00	\$ 625.00	\$13.50	\$ 337.50	\$13.60	\$ 340.00	\$18.00	\$ 450.00
112	658-6016	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)	42	EA	\$ 15.00	\$ 630.00	\$15.00	\$ 630.00	\$13.50	\$ 567.00	\$13.60	\$ 571.20	\$18.00	\$ 756.00
113	658-6047	INSTL OM ASSM (OM-2Y)(WC) GND	20	EA	\$ 50.00	\$ 1,000.00	\$60.00	\$ 1,200.00	\$57.00	\$ 1,140.00	\$56.40	\$ 1,128.00	\$58.00	\$ 1,160.00
114	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	9545	LF	\$ 0.25	\$ 2,386.25	\$0.40	\$ 3,818.00	\$0.40	\$ 3,818.00	\$0.35	\$ 3,340.75	\$0.44	\$ 4,199.80
115	662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	358	LF	\$ 0.65	\$ 232.70	\$1.00	\$ 358.00	\$0.70	\$ 250.60	\$0.65	\$ 232.70	\$1.10	\$ 393.80
116	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	85	LF	\$ 5.00	\$ 425.00	\$8.25	\$ 701.25	\$4.80	\$ 408.00	\$4.60	\$ 391.00	\$9.00	\$ 765.00
117	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	13471	LF	\$ 0.25	\$ 3,367.75	\$0.40	\$ 5,388.40	\$0.40	\$ 5,388.40	\$0.35	\$ 4,714.85	\$0.44	\$ 5,927.24
118	662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	418	EA	\$ 3.50	\$ 1,463.00	\$5.00	\$ 2,090.00	\$2.30	\$ 961.40	\$2.30	\$ 961.40	\$5.50	\$ 2,299.00
119	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	1688	EA	\$ 1.25	\$ 2,110.00	\$1.00	\$ 1,688.00	\$1.00	\$ 1,688.00	\$1.15	\$ 1,941.20	\$5.50	\$ 9,284.00
120	662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	2018	EA	\$ 1.25	\$ 2,522.50	\$1.00	\$ 2,018.00	\$1.00	\$ 2,018.00	\$1.15	\$ 2,320.70	\$5.50	\$ 11,099.00
121	666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	1959	LF	\$ 0.75	\$ 1,469.25	\$0.90	\$ 1,763.10	\$0.80	\$ 1,567.20	\$0.75	\$ 1,469.25	\$1.00	\$ 1,959.00
122	666-6042	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	160	LF	\$ 3.00	\$ 480.00	\$3.50	\$ 560.00	\$2.90	\$ 464.00	\$2.85	\$ 456.00	\$4.00	\$ 640.00
123	666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	168	LF	\$ 7.50	\$ 1,260.00	\$5.50	\$ 924.00	\$6.25	\$ 1,050.00	\$6.15	\$ 1,033.20	\$6.00	\$ 1,008.00
124	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	27	EA	\$ 125.00	\$ 3,375.00	\$90.00	\$ 2,430.00	\$110.00	\$ 2,970.00	\$108.00	\$ 2,916.00	\$100.00	\$ 2,700.00
125	666-6078	REFL PAV MRK TY I (W)(SLD)(100MIL)	17	EA	\$ 150.00	\$ 2,550.00	\$110.00	\$ 1,870.00	\$160.00	\$ 2,720.00	\$159.00	\$ 2,703.00	\$120.00	\$ 2,040.00
126	666-6141	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	877	LF	\$ 3.00	\$ 2,631.00	\$3.50	\$ 3,069.50	\$2.80	\$ 2,455.60	\$2.85	\$ 2,499.45	\$4.00	\$ 3,508.00
127	666-6156	REFL PAV MRK TY I (Y)(MED NOSE)(100MIL)	3	EA	\$ 425.00	\$ 1,275.00	\$175.00	\$ 525.00	\$390.00	\$ 1,170.00	\$380.00	\$ 1,140.00	\$200.00	\$ 600.00
128	666-6167	REFL PAV MRK TY II (W)4"(BRK)	570	LF	\$ 0.14	\$ 79.80	\$0.13	\$ 74.10	\$0.30	\$ 171.00	\$0.30	\$ 171.00	\$0.15	\$ 85.50
129	666-6170	REFL PAV MRK TY II (W)4"(SLD)	22616	LF	\$ 0.13	\$ 2,940.08	\$0.11	\$ 2,487.76	\$0.25	\$ 5,654.00	\$0.25	\$ 5,654.00	\$0.12	\$ 2,713.92
130	666-6178	REFL PAV MRK TY II (W)8"(SLD)	1959	LF	\$ 0.50	\$ 979.50	\$0.30	\$ 587.70	\$0.50	\$ 979.50	\$0.50	\$ 979.50	\$0.35	\$ 685.65
131	666-6180	REFL PAV MRK TY II (W)12"(SLD)	160	LF	\$ 1.50	\$ 240.00	\$1.10	\$ 176.00	\$1.60	\$ 256.00	\$1.55	\$ 248.00	\$1.20	\$ 192.00
132	666-6182	REFL PAV MRK TY II (W)24"(SLD)	168	LF	\$ 2.85	\$ 478.80	\$1.50	\$ 252.00	\$3.10	\$ 520.80	\$3.10	\$ 520.80	\$2.00	\$ 336.00
133	666-6184	REFL PAV MRK TY II (W)(ARROW)	27	EA	\$ 62.00	\$ 1,674.00	\$40.00	\$ 1,080.00	\$68.00	\$ 1,836.00	\$66.70	\$ 1,800.90	\$44.00	\$ 1,188.00
134	666-6192	REFL PAV MRK TY II (W)(WORD)	17	EA	\$ 70.00	\$ 1,190.00	\$45.00	\$ 765.00	\$88.00	\$ 1,496.00	\$87.20	\$ 1,482.40	\$50.00	\$ 850.00
135	666-6205	REFL PAV MRK TY II (Y)4"(BRK)	3260	LF	\$ 0.18	\$ 586.80	\$0.13	\$ 423.80	\$0.25	\$ 815.00	\$0.25	\$ 815.00	\$0.15	\$ 489.00
136	666-6207	REFL PAV MRK TY II (Y)4"(SLD)	24863	LF	\$ 0.16	\$ 3,978.08	\$0.11	\$ 2,734.93	\$0.25	\$ 6,215.75	\$0.25	\$ 6,215.75	\$0.12	\$ 2,983.56
137	666-6212	REFL PAV MRK TY II (Y)12"(SLD)	877	LF	\$ 1.40	\$ 1,227.80	\$1.10	\$ 964.70	\$1.60	\$ 1,403.20	\$1.55	\$ 1,359.35	\$1.20	\$ 1,052.40
138	666-6217	REFL PAV MRK TY II (Y)(MED NOSE)	3	EA	\$ 150.00	\$ 450.00	\$45.00	\$ 135.00	\$140.00	\$ 420.00	\$138.00	\$ 414.00	\$50.00	\$ 150.00
139	666-6300	RE PM W/RET REQ TY I (W) 4" (BRK)(100MIL)	570	LF	\$ 0.55	\$ 313.50	\$0.39	\$ 222.30	\$0.60	\$ 342.00	\$0.60	\$ 342.00	\$0.44	\$ 250.80
140	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100MIL)	22616	LF	\$ 0.40	\$ 9,046.40	\$0.35	\$ 7,915.60	\$0.50	\$ 11,308.00	\$0.40	\$ 9,046.40	\$0.40	\$ 9,046.40
141	666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK)(100MIL)	3260	LF	\$ 0.45	\$ 1,467.00	\$0.39	\$ 1,271.40	\$0.50	\$ 1,630.00	\$0.45	\$ 1,467.00	\$0.44	\$ 1,434.40
142	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	24863	LF	\$ 0.40	\$ 9,945.20	\$0.35	\$ 8,702.05	\$0.50	\$ 12,431.50	\$0.40	\$ 9,945.20	\$0.39	\$ 9,696.57
143	672-6007	REFL PAV MRKR TY I-C	117	EA	\$ 3.75	\$ 438.75	\$4.00	\$ 468.00	\$5.00	\$ 585.00	\$4.10	\$ 479.70	\$4.40	\$ 514.80
144	672-6009	REFL PAV MRKR TY II-A-A	961	EA	\$ 3.75	\$ 3,603.75	\$3.00	\$ 2,883.00	\$4.00	\$ 3,844.00	\$3.85	\$ 3,699.85	\$3.30	\$ 3,171.30
145	677-6001	ELIM EXT PAV MRK & MRKS (4")	14458	LF	\$ 0.35	\$ 5,060.30	\$0.50	\$ 7,229.00	\$0.40	\$ 5,783.20	\$0.40	\$ 5,783.20	\$0.54	\$ 7,807.32
146	677-6007	ELIM EXT PAV MRK & MRKS (24")	31	LF	\$ 6.00	\$ 186.00	\$3.00	\$ 93.00	\$3.50	\$ 108.50	\$3.20	\$ 99.20	\$3.50	\$ 108.50
147	678-6001	PAV SURF PREP FOR MRK (4")	4286	LF	\$ 0.10	\$ 428.60	\$0.25	\$ 1,071.50	\$0.20	\$ 857.20	\$0.15	\$ 642.90	\$0.30	\$ 1,285.80
148	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	\$ 25.00	\$ 50.00	\$30.00	\$ 60.00	\$26.00	\$ 52.00	\$25.65	\$ 51.30	\$35.00	\$ 70.00
149	730-6107	FULL - WIDTH MOWING	1	CYC	\$ 3,000.00	\$ 3,000.00	\$2,348.68	\$ 2,348.68	\$3,000.00	\$ 3,000.00	\$3,600.00	\$ 3,600.00	\$10,000.00	\$ 10,000.00
150	3076-6001	D-GR HMA TY-B PG64-22	10011	TON	\$ 70.00	\$ 700,770.00	\$72.00	\$ 720,792.00	\$70.00	\$ 700,770.00	\$77.00	\$ 770,847.00	\$77.00	\$ 770,847.00
151	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	123	TON	\$ 105.00	\$ 12,915.00	\$120.00	\$ 14,760.00	\$135.00	\$ 16,605.00	\$130.00	\$ 15,990.00	\$130.00	\$ 15,990.00
152	3076-6042	D-GR HMA TY-D SAC-B PG70-22	5769	TON	\$ 80.00	\$ 461,520.00	\$90.00	\$ 519,210.00	\$99.00	\$ 571,131.00	\$97.00	\$ 559,593.00	\$96.00	\$ 553,824.00
153	3076-6066	TACK COAT	2861	GAL	\$ 3.00	\$ 8,583.00	\$2.50	\$ 7,152.50	\$3.00	\$ 8,583.00	\$2.55	\$ 7,295.55	\$2.75	\$ 7,867.75
154	5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	33808	SY	\$ 1.25	\$ 42,260.00	\$1.78	\$ 60,178.24	\$2.25	\$ 76,068.00	\$1.50	\$ 50,712.00	\$1.50	\$ 50,712.00
155	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 10,500.00	\$ 21,000.00	\$2,151.59	\$ 4,303.18	\$5,000.00	\$ 10,000.00	\$17,400.00	\$ 34,800.00	\$11,000.00	\$ 22,000.00
156	6049-6001	LONG CHANNEL MOUNT CURB SYS (INSTALL)	125	LF	\$ 75.00	\$ 9,375.00	\$85.00	\$ 10,625.00	\$88.00	\$ 11,000.00	\$87.20	\$ 10,900.00	\$94.00	\$ 11,750.00
157	6049-6003	LONG CHANNEL MOUNT CURB SYS (REMOVE)	125	LF	\$ 25.00	\$ 3,125.00	\$25.00	\$ 3,125.00	\$6.00	\$ 750.00	\$5.15	\$ 643.75	\$28.00	\$ 3,500.00
158	6185-6002	TMA (STATIONARY)	136	DAY	\$ 150.00	\$ 20,400.00	\$333.50	\$ 45,356.00	\$175.00	\$ 23,800.00	\$410.00	\$ 55,760.00	\$250.00	\$ 34,000.00
159	6185-6005	TMA (MOBILE OPERATION)	4	DAY	\$ 250.00	\$ 1,000.00	\$731.66	\$ 2,926.64	\$500.00	\$ 2,000.00	\$640.00	\$ 2,560.00	\$3,500.00	\$ 14,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JAMES CONSTRUCTION GROUP, LLC		CHASCO CONSTRUCTORS		CAPITAL EXCAVATION COMPANY		MA SMITH CONTRACTING CO., INC.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT														
160	999-WC01	FORCE ACCOUNT	25,000	DOL	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
161	351-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	51,700	DOL	\$1.00	\$51,700.00	\$1.00	\$51,700.00	\$1.00	\$51,700.00	\$1.00	\$51,700.00	\$1.00	\$51,700.00
162	506-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	34,100	DOL	\$1.00	\$34,100.00	\$1.00	\$34,100.00	\$1.00	\$34,100.00	\$1.00	\$34,100.00	\$1.00	\$34,100.00
163	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	35,000	DOL	\$1.00	\$35,000.00	\$1.00	\$35,000.00	\$1.00	\$35,000.00	\$1.00	\$35,000.00	\$1.00	\$35,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 12,507,089.16		\$ 11,526,789.09		\$ 11,829,929.00		\$ 12,198,853.06		\$ 12,582,546.06	
ACTUAL BID PROPOSAL					\$12,507,089.16		\$11,526,789.09		\$11,829,929.00		\$12,198,853.06		\$12,582,546.06	
ADJUSTMENT DIFFERENCE					\$ -		\$ -		\$ -		\$ -		\$ -	
Bid Bond					Y		Y		Y		Y		Y	
Conflict of Interest Questionnaire					Y		Y		Y		Y		Y	
Bidder References (Minimum of Three)					Y		Y		Y		Y		Y	



BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JORDAN FOSTER CONSTRUCTION LLC		ANGEL BROTHERS ENTERPRISES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	108	STA	\$ 6,000.00	\$ 648,000.00	\$12,981.00	\$ 1,401,948.00
2	104-6022	REMOVING CONC (CURB AND GUTTER)	725	LF	\$ 4.50	\$ 3,262.50	\$7.00	\$ 5,075.00
3	105-6088	REMOVING STAB BASE AND ASPH PAV(0"-5")	2425	SY	\$ 3.50	\$ 8,487.50	\$3.50	\$ 8,487.50
4	106-6002	OBLITERATING ABANDONED ROAD	2425	SY	\$ 3.00	\$ 7,275.00	\$3.50	\$ 8,487.50
5	110-6001	EXCAVATION (ROADWAY)	18052	CY	\$ 27.00	\$ 487,404.00	\$18.00	\$ 324,936.00
6	110-6003	EXCAVATION (SPECIAL)	18048	CY	\$ 12.00	\$ 216,576.00	\$18.00	\$ 324,864.00
7	132-6006	EMBANKMENT (FINAL) (DENS CONT) (TY C)	31399	CY	\$ 13.00	\$ 408,187.00	\$21.00	\$ 659,379.00
8	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	71812	SY	\$ 1.15	\$ 82,583.80	\$1.10	\$ 78,993.20
9	161-WC001	EROSION CONTROL COMPOST (3")	17893	SY	\$ 2.85	\$ 50,995.05	\$2.10	\$ 37,575.30
10	162-WC103	MULCH TOPDRESSING (5")	17893	SY	\$ 2.70	\$ 48,311.10	\$3.50	\$ 62,625.50
11	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	35914	SY	\$ 0.46	\$ 16,520.44	\$0.15	\$ 5,387.10
12	164-WC11	SEEDING FOR EROSION CTRL(TEMP&PERM)(COOL)(TY11)	107726	SY	\$ 0.56	\$ 60,326.56	\$0.15	\$ 16,158.90
13	166-6002	FERTILIZER	11	TON	\$ 1,000.00	\$ 11,000.00	\$1,200.00	\$ 13,200.00
14	168-WC01	VEGETATIVE WATERING	2874	MG	\$ 24.00	\$ 68,976.00	\$15.00	\$ 43,110.00
15	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	15622	SY	\$ 1.50	\$ 23,433.00	\$1.30	\$ 20,308.60
16	169-6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	29263	SY	\$ 1.70	\$ 49,747.10	\$1.50	\$ 43,894.50
17	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	11455	CY	\$ 40.70	\$ 466,218.50	\$47.00	\$ 538,385.00
18	260-6011	LIME TRT (EXST MATL) (12")	36377	SY	\$ 6.80	\$ 247,363.60	\$2.40	\$ 87,304.80
19	260-6043	LIME (HYD, COM OR QK)(SLURRY)	980	TON	\$ 143.00	\$ 140,140.00	\$149.00	\$ 146,020.00
20	310-6001	PRIME COAT (MULTI OPTION)	6840	GAL	\$ 3.20	\$ 21,888.00	\$4.00	\$ 27,360.00
21	316-6002	AGGR (MULTI OPTION)	336	CY	\$ 110.00	\$ 36,960.00	\$130.00	\$ 43,680.00
22	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	13756	GAL	\$ 3.00	\$ 41,268.00	\$3.50	\$ 48,146.00
23	351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	1528	SY	\$ 42.00	\$ 64,176.00	\$32.00	\$ 48,896.00
24	354-6022	PLANE ASPH CONC PAV (0" TO 3")	3729	SY	\$ 4.00	\$ 14,916.00	\$2.50	\$ 9,322.50
25	400-6005	CEM STABIL BKFL	514	CY	\$ 120.00	\$ 61,680.00	\$140.00	\$ 71,960.00
26	401-6001	FLOWABLE BACKFILL	43	CY	\$ 175.00	\$ 7,525.00	\$130.00	\$ 5,590.00
27	402-6001	TRENCH EXCAVATION PROTECTION	3180	LF	\$ 3.25	\$ 10,335.00	\$3.00	\$ 9,540.00
28	403-6001	TEMPORARY SPL SHORING	3101	SF	\$ 24.00	\$ 74,424.00	\$2.00	\$ 6,202.00
29	416-6004	DRILL SHAFT (36 IN)	1564	LF	\$ 185.00	\$ 289,340.00	\$270.00	\$ 422,280.00
30	420-6013	CL C CONC (ABUT)	120	CY	\$ 850.00	\$ 102,000.00	\$970.00	\$ 116,400.00
31	420-6029	CL C CONC (CAP)	204	CY	\$ 800.00	\$ 163,200.00	\$1,230.00	\$ 250,920.00
32	420-6037	CL C CONC (COLUMN)	268	CY	\$ 795.00	\$ 213,060.00	\$1,100.00	\$ 294,800.00
33	422-6001	REINF CONC SLAB	51242	SF	\$ 16.00	\$ 819,872.00	\$19.00	\$ 973,598.00
34	422-6015	APPROACH SLAB	190	CY	\$ 325.00	\$ 61,750.00	\$520.00	\$ 98,800.00
35	423-6001	RETAINING WALL (MSE)	23029	SF	\$ 51.00	\$ 1,174,479.00	\$53.00	\$ 1,220,537.00
36	423-6005	RETAINING WALL (SPREAD FOOTING)	2192	SF	\$ 80.00	\$ 175,360.00	\$76.00	\$ 166,592.00
37	425-6037	PRESTR CONC GIRDER (TX40)	4520	LF	\$ 128.00	\$ 578,560.00	\$130.00	\$ 587,600.00
38	425-6038	PRESTR CONC GIRDER (TX46)	1195	LF	\$ 140.00	\$ 167,300.00	\$150.00	\$ 179,250.00
39	432-6001	RIPRAP (CONC)(4 IN)	1	CY	\$ 1,500.00	\$ 1,500.00	\$1,950.00	\$ 1,950.00
40	432-6002	RIPRAP (CONC)(5 IN)	352	CY	\$ 385.00	\$ 135,520.00	\$530.00	\$ 186,560.00
41	432-6008	RIPRAP (CONC)(CL B)(RR8&RR9)	525	CY	\$ 415.00	\$ 217,875.00	\$540.00	\$ 283,500.00
42	432-6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	82	CY	\$ 170.00	\$ 13,940.00	\$160.00	\$ 13,120.00
43	432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	228	CY	\$ 130.00	\$ 29,640.00	\$205.00	\$ 46,740.00
44	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	26	CY	\$ 165.00	\$ 4,290.00	\$205.00	\$ 5,330.00
45	432-6045	RIPRAP (MOW STRIP)(4 IN)	124	CY	\$ 485.00	\$ 60,140.00	\$480.00	\$ 59,520.00
46	442-6007	STR STEEL (MISC NON - BRIDGE)	996	LB	\$ 13.00	\$ 12,948.00	\$15.00	\$ 14,940.00
47	450-6023	RAIL (TY SSTR)	1775	LF	\$ 67.00	\$ 118,925.00	\$50.00	\$ 88,750.00
48	450-6030	RAIL (TY C221)	2801	LF	\$ 85.00	\$ 238,085.00	\$70.00	\$ 196,070.00
49	450-6052	RAIL (HANDRAIL)(TY F)	416	LF	\$ 105.00	\$ 43,680.00	\$65.00	\$ 27,040.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JORDAN FOSTER CONSTRUCTION LLC		ANGEL BROTHERS ENTERPRISES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
50	450-6062	RAIL (TY SSTR)(MOD)	15	LF	\$ 290.00	\$ 4,350.00	\$600.00	\$ 9,000.00
51	454-6018	SEALED EXPANSION JOINT (4 IN)(SEJ-M)	301	LF	\$ 115.00	\$ 34,615.00	\$100.00	\$ 30,100.00
52	464-6003	RC PIPE (CL III)(18 IN)	3477	LF	\$ 60.00	\$ 208,620.00	\$50.00	\$ 173,850.00
53	464-6005	RC PIPE (CL III)(24 IN)	3366	LF	\$ 75.00	\$ 252,450.00	\$60.00	\$ 201,960.00
54	464-6010	RC PIPE (CL III)(48 IN)	300	LF	\$ 260.00	\$ 78,000.00	\$170.00	\$ 51,000.00
55	465-6002	MANH (COMPL)(PRM)(48IN)	8	EA	\$ 4,300.00	\$ 34,400.00	\$3,700.00	\$ 29,600.00
56	465-6004	MANH (COMPL)(PRM)(72IN)	1	EA	\$ 15,500.00	\$ 15,500.00	\$9,500.00	\$ 9,500.00
57	465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	2	EA	\$ 3,200.00	\$ 6,400.00	\$3,300.00	\$ 6,600.00
58	465-6014	INLET (COMPL)(PCO)(3FT)(LEFT)	6	EA	\$ 6,500.00	\$ 39,000.00	\$5,000.00	\$ 30,000.00
59	465-6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	21	EA	\$ 5,900.00	\$ 123,900.00	\$4,600.00	\$ 96,600.00
60	465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	2	EA	\$ 6,800.00	\$ 13,600.00	\$5,000.00	\$ 10,000.00
61	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	6	EA	\$ 4,700.00	\$ 28,200.00	\$4,400.00	\$ 26,400.00
62	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	4	EA	\$ 4,600.00	\$ 18,400.00	\$4,500.00	\$ 18,000.00
63	465-6140	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX3FT)	1	EA	\$ 13,000.00	\$ 13,000.00	\$4,400.00	\$ 4,400.00
64	465-6153	INLET (COMPL)(PAZD)(RC)(4FTX4FT)	2	EA	\$ 4,800.00	\$ 9,600.00	\$4,200.00	\$ 8,400.00
65	465-WC01	R-3294 NEENAH INLET	2	EA	\$ 5,000.00	\$ 10,000.00	\$1,900.00	\$ 3,800.00
66	467-6359	SET (TY II)(18 IN)(RCP)(4:1)(P)	2	EA	\$ 1,400.00	\$ 2,800.00	\$1,300.00	\$ 2,600.00
67	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	6	EA	\$ 1,700.00	\$ 10,200.00	\$1,600.00	\$ 9,600.00
68	467-6395	SET (TY II)(24 IN)(RCP)(6:1)(P)	1	EA	\$ 2,500.00	\$ 2,500.00	\$1,700.00	\$ 1,700.00
69	467-6478	SET (TY II)(48 IN)(RCP)(4:1)(P)	1	EA	\$ 10,000.00	\$ 10,000.00	\$4,600.00	\$ 4,600.00
70	481-6013	PIPE (PVC)(SCH 40)(6 IN)	37	LF	\$ 36.00	\$ 1,332.00	\$38.00	\$ 1,406.00
71	481-6025	PIPE (PVC)(SCH 80)(10 IN)	30	LF	\$ 36.00	\$ 1,080.00	\$56.00	\$ 1,680.00
72	496-6002	REMOV STR (INLET)	2	EA	\$ 800.00	\$ 1,600.00	\$800.00	\$ 1,600.00
73	496-6003	REMOV STR (MANHOLE)	1	EA	\$ 1,800.00	\$ 1,800.00	\$900.00	\$ 900.00
74	496-6004	REMOV STR (SET)	6	EA	\$ 330.00	\$ 1,980.00	\$500.00	\$ 3,000.00
75	496-6007	REMOV STR (PIPE)	282	LF	\$ 15.00	\$ 4,230.00	\$27.00	\$ 7,614.00
76	500-6001	MOBILIZATION	1	LS	\$ 1,200,000.00	\$ 1,200,000.00	\$1,380,000.00	\$ 1,380,000.00
77	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	18	MO	\$ 3,320.00	\$ 59,760.00	\$850.00	\$ 15,300.00
78	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	880	LF	\$ 30.00	\$ 26,400.00	\$33.00	\$ 29,040.00
79	506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	140	LF	\$ 70.00	\$ 9,800.00	\$100.00	\$ 14,000.00
80	506-6011	ROCK FILTER DAMS (REMOVE)	1020	LF	\$ 21.00	\$ 21,420.00	\$15.00	\$ 15,300.00
81	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	175	SY	\$ 12.00	\$ 2,100.00	\$31.00	\$ 5,425.00
82	506-6024	CONSTRUCTION EXITS (REMOVE)	175	SY	\$ 10.00	\$ 1,750.00	\$7.00	\$ 1,225.00
83	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	15977	LF	\$ 2.50	\$ 39,942.50	\$2.30	\$ 36,747.10
84	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	15977	LF	\$ 0.50	\$ 7,988.50	\$0.50	\$ 7,988.50
85	506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	1034	LF	\$ 5.00	\$ 5,170.00	\$5.50	\$ 5,687.00
86	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	1034	LF	\$ 1.00	\$ 1,034.00	\$1.10	\$ 1,137.40
87	508-6001	CONSTRUCTING DETOURS	1659	SY	\$ 50.00	\$ 82,950.00	\$30.00	\$ 49,770.00
88	512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	810	LF	\$ 82.00	\$ 66,420.00	\$77.00	\$ 62,370.00
89	529-6008	CONC CURB & GUTTER (TY II)	10907	LF	\$ 15.00	\$ 163,605.00	\$22.00	\$ 239,954.00
90	529-6038	CONC CURB (RIBBON)	516	LF	\$ 22.00	\$ 11,352.00	\$29.00	\$ 14,964.00
91	530-6005	DRIVEWAYS (ACP)	262	SY	\$ 65.00	\$ 17,030.00	\$73.00	\$ 19,126.00
92	531-6002	CONC SIDEWALKS (5")	6476	SY	\$ 60.00	\$ 388,560.00	\$56.00	\$ 362,656.00
93	531-6010	CURB RAMPS (TY 7)	4	EA	\$ 2,750.00	\$ 11,000.00	\$2,300.00	\$ 9,200.00
94	540-6001	MTL W-BEAM GD FEN (TIM POST)	650	LF	\$ 25.00	\$ 16,250.00	\$26.00	\$ 16,900.00
95	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	13	EA	\$ 1,750.00	\$ 22,750.00	\$2,300.00	\$ 29,900.00
96	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2	EA	\$ 1,225.00	\$ 2,450.00	\$1,100.00	\$ 2,200.00
97	544-6001	GUARDRAIL END TREATMENT (INSTALL)	13	EA	\$ 3,000.00	\$ 39,000.00	\$3,000.00	\$ 39,000.00
98	550-6001	CHAIN LINK FENCE (INSTALL)(6')	766	LF	\$ 25.00	\$ 19,150.00	\$35.00	\$ 26,810.00
99	550-6012	CHAIN LINK FENCE GATE (INSTALL)(6'X16')	1	EA	\$ 985.00	\$ 985.00	\$1,300.00	\$ 1,300.00
100	556-6006	PIPE UNDERDRAINS (TY 6) (6")	191	LF	\$ 32.00	\$ 6,112.00	\$35.00	\$ 6,685.00
101	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	3	EA	\$ 185.00	\$ 555.00	\$240.00	\$ 720.00
102	644-6002	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	4	EA	\$ 695.00	\$ 2,780.00	\$750.00	\$ 3,000.00
103	644-6007	IN SM RD SN SUP&AM TY10BWG (1) SA (U)	2	EA	\$ 720.00	\$ 1,440.00	\$1,300.00	\$ 2,600.00
104	644-6058	IN SM RD SN SUP&AM TYTWT (1) UB (P)	1	EA	\$ 445.00	\$ 445.00	\$500.00	\$ 500.00
105	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	8	EA	\$ 400.00	\$ 3,200.00	\$400.00	\$ 3,200.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JORDAN FOSTER CONSTRUCTION LLC		ANGEL BROTHERS ENTERPRISES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
106	644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	19	EA	\$ 460.00	\$ 8,740.00	\$500.00	\$ 9,500.00
107	644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	1	EA	\$ 3,300.00	\$ 3,300.00	\$2,500.00	\$ 2,500.00
108	644-6076	REMOVE SM RD SN SUP&AM	9	EA	\$ 90.00	\$ 810.00	\$100.00	\$ 900.00
109	658-6002	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND (BI)	60	EA	\$ 50.00	\$ 3,000.00	\$50.00	\$ 3,000.00
110	658-6013	INSTL DEL ASSM (D-SW) SZ (BRF) CTB	11	EA	\$ 14.00	\$ 154.00	\$17.00	\$ 187.00
111	658-6014	INSTL DEL ASSM (D-SW) SZ (BRF) CTB (BI)	25	EA	\$ 14.00	\$ 350.00	\$17.00	\$ 425.00
112	658-6016	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)	42	EA	\$ 14.00	\$ 588.00	\$17.00	\$ 714.00
113	658-6047	INSTL OM ASSM (OM-2Y)(WC) GND	20	EA	\$ 58.00	\$ 1,160.00	\$55.00	\$ 1,100.00
114	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	9545	LF	\$ 0.40	\$ 3,818.00	\$0.40	\$ 3,818.00
115	662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	358	LF	\$ 0.70	\$ 250.60	\$1.00	\$ 358.00
116	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	85	LF	\$ 4.75	\$ 403.75	\$9.00	\$ 765.00
117	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	13471	LF	\$ 0.40	\$ 5,388.40	\$0.40	\$ 5,388.40
118	662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	418	EA	\$ 2.40	\$ 1,003.20	\$5.00	\$ 2,090.00
119	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	1688	EA	\$ 1.60	\$ 2,700.80	\$0.55	\$ 928.40
120	662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	2018	EA	\$ 1.60	\$ 3,228.80	\$0.55	\$ 1,109.90
121	666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	1959	LF	\$ 0.75	\$ 1,469.25	\$1.00	\$ 1,959.00
122	666-6042	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	160	LF	\$ 3.00	\$ 480.00	\$3.50	\$ 560.00
123	666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	168	LF	\$ 6.30	\$ 1,058.40	\$6.00	\$ 1,008.00
124	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	27	EA	\$ 110.00	\$ 2,970.00	\$90.00	\$ 2,430.00
125	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	17	EA	\$ 165.00	\$ 2,805.00	\$18.00	\$ 306.00
126	666-6141	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	877	LF	\$ 3.00	\$ 2,631.00	\$3.50	\$ 3,069.50
127	666-6156	REFL PAV MRK TY I (Y)(MED NOSE)(100MIL)	3	EA	\$ 400.00	\$ 1,200.00	\$190.00	\$ 570.00
128	666-6167	REFL PAV MRK TY II (W)4"(BRK)	570	LF	\$ 0.30	\$ 171.00	\$0.14	\$ 79.80
129	666-6170	REFL PAV MRK TY II (W)4"(SLD)	22616	LF	\$ 0.25	\$ 5,654.00	\$0.12	\$ 2,713.92
130	666-6178	REFL PAV MRK TY II (W)8"(SLD)	1959	LF	\$ 0.50	\$ 979.50	\$0.30	\$ 587.70
131	666-6180	REFL PAV MRK TY II (W)12"(SLD)	160	LF	\$ 1.60	\$ 256.00	\$1.10	\$ 176.00
132	666-6182	REFL PAV MRK TY II (W)24"(SLD)	168	LF	\$ 3.15	\$ 529.20	\$1.50	\$ 252.00
133	666-6184	REFL PAV MRK TY II (W)(ARROW)	27	EA	\$ 70.00	\$ 1,890.00	\$40.00	\$ 1,080.00
134	666-6192	REFL PAV MRK TY II (W)(WORD)	17	EA	\$ 90.00	\$ 1,530.00	\$45.00	\$ 765.00
135	666-6205	REFL PAV MRK TY II (Y)4"(BRK)	3260	LF	\$ 0.25	\$ 815.00	\$0.14	\$ 456.40
136	666-6207	REFL PAV MRK TY II (Y)4"(SLD)	24863	LF	\$ 0.25	\$ 6,215.75	\$0.12	\$ 2,983.56
137	666-6212	REFL PAV MRK TY II (Y)12"(SLD)	877	LF	\$ 1.60	\$ 1,403.20	\$1.10	\$ 964.70
138	666-6217	REFL PAV MRK TY II (Y)(MED NOSE)	3	EA	\$ 145.00	\$ 435.00	\$50.00	\$ 150.00
139	666-6300	RE PM W/RET REQ TY I (W) 4" (BRK)(100MIL)	570	LF	\$ 0.60	\$ 342.00	\$0.40	\$ 228.00
140	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100MIL)	22616	LF	\$ 0.40	\$ 9,046.40	\$0.35	\$ 7,915.60
141	666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK)(100MIL)	3260	LF	\$ 0.50	\$ 1,630.00	\$0.40	\$ 1,304.00
142	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	24863	LF	\$ 0.40	\$ 9,945.20	\$0.35	\$ 8,702.05
143	672-6007	REFL PAV MRKR TY I-C	117	EA	\$ 4.20	\$ 491.40	\$4.00	\$ 468.00
144	672-6009	REFL PAV MRKR TY II-A-A	961	EA	\$ 4.00	\$ 3,844.00	\$3.00	\$ 2,883.00
145	677-6001	ELIM EXT PAV MRK & MRKS (4")	14458	LF	\$ 0.40	\$ 5,783.20	\$0.50	\$ 7,229.00
146	677-6007	ELIM EXT PAV MRK & MRKS (24")	31	LF	\$ 3.30	\$ 102.30	\$3.00	\$ 93.00
147	678-6001	PAV SURF PREP FOR MRK (4")	4286	LF	\$ 0.16	\$ 685.76	\$0.25	\$ 1,071.50
148	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	\$ 26.00	\$ 52.00	\$30.00	\$ 60.00
149	730-6107	FULL - WIDTH MOWING	1	CYC	\$ 2,650.00	\$ 2,650.00	\$4,000.00	\$ 4,000.00
150	3076-6001	D-GR HMA TY-B PG64-22	10011	TON	\$ 76.00	\$ 760,836.00	\$70.00	\$ 700,770.00
151	3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	123	TON	\$ 125.00	\$ 15,375.00	\$120.00	\$ 14,760.00
152	3076-6042	D-GR HMA TY-D SAC-B PG70-22	5769	TON	\$ 95.00	\$ 548,055.00	\$80.00	\$ 461,520.00
153	3076-6066	TACK COAT	2861	GAL	\$ 2.65	\$ 7,581.65	\$2.50	\$ 7,152.50
154	5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	33808	SY	\$ 2.10	\$ 70,996.80	\$2.50	\$ 84,520.00
155	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 13,500.00	\$ 27,000.00	\$11,000.00	\$ 22,000.00
156	6049-6001	LONG CHANNEL MOUNT CURB SYS (INSTALL)	125	LF	\$ 90.00	\$ 11,250.00	\$90.00	\$ 11,250.00
157	6049-6003	LONG CHANNEL MOUNT CURB SYS (REMOVE)	125	LF	\$ 5.25	\$ 656.25	\$25.00	\$ 3,125.00
158	6185-6002	TMA (STATIONARY)	136	DAY	\$ 0.01	\$ 1.36	\$135.00	\$ 18,360.00
159	6185-6005	TMA (MOBILE OPERATION)	4	DAY	\$ 650.00	\$ 2,600.00	\$165.00	\$ 660.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JORDAN FOSTER CONSTRUCTION LLC		ANGEL BROTHERS ENTERPRISES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT								
160	999-WC01	FORCE ACCOUNT	25,000	DOL	\$1.00	\$25,000.00	\$1.00	\$25,000.00
161	351-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	51,700	DOL	\$1.00	\$51,700.00	\$1.00	\$51,700.00
162	506-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	34,100	DOL	\$1.00	\$34,100.00	\$1.00	\$34,100.00
163	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	35,000	DOL	\$1.00	\$35,000.00	\$1.00	\$35,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 12,850,511.32		\$ 14,034,515.33	
ACTUAL BID PROPOSAL					\$12,850,511.32		\$14,034,515.33	
ADJUSTMENT DIFFERENCE					\$ -		\$ -	
Bid Bond					Y		Y	
Conflict of Interest Questionnaire					Y		Y	
Bidder References (Minimum of Three)					Y		Y	

March 31, 2021

Ms. Kim Scherer, P.E.  
HNTB Corporation  
101 East Old Settlers Blvd., Suite 100  
Round Rock, Texas 78664

Re: Recommendation to Award  
SE Loop Segment 1, Phase 1

Dear Ms. Scherer:

On March 30, 2021 HNTB (GEC) assisted Williamson County with opening the bids for the above referenced project. Six (6) responsive bid proposals were submitted with total bid prices ranging from \$11,526,789.09 to \$14,034,515.33. Rodriguez Transportation Group, per direction of the GEC, tabulated the bids from the prospective bidders. Per the attached Bid Tabulation, James Construction Group, LLC is the apparent low bidder.

Based upon our review of the Bid Tabulation, we recommend Williamson County accept the bid of James Construction Group in the amount of \$11,526,789.09.

Sincerely,



Chris D. Kelarek, P.E.  
Project Manager

Attachments: Bid Tabulation and Original Six (6) Bid Proposals

**Commissioners Court - Regular Session****41.****Meeting Date:** 04/27/2021

CR 258 Extension - Standard Utility Agreement with Seminole Pipeline

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Seminole Pipeline for utility relocations on the CR 258 Extension Project, a Road Bond Project in Commissioner Precinct 2.

**Background**

Seminole Pipeline has existing facilities in conflict with the CR 258 Extension Project. The Standard Utility Agreement for the relocations is for a total amount of \$280,291.00. Seminole is 100% eligible for reimbursement. The total anticipated reimbursement to Seminole by the County is \$280,291.00 (100% of \$280,291.00).

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

U35\_U80A-CR258Ext-Seminole-UtilityAgreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 11:34 AM

Started On: 04/22/2021 11:13 AM



## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 15 day of April, 2021, by and between Seminole Pipeline Company, LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### **WITNESSETH:**

WHEREAS, Utility is the owner of certain 14" Seminole Mainline (LID 1) (herein called Facilities).

WHEREAS, County desires to construct proposed CR 258 Extension: From US 183 to Sunset Ridge. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- ■ ■ Seminole Pipeline Company LLC's relocation consist of: the inspection, recoat, and casing fill/abandonment where it will be impacted by the construction and Right-of-Way taking associated with the proposed expansion of CR 258 and improvements and Right-of-Way taking on the re-aligned CR258B in Williamson County, Texas. Existing test stations will need to be removed and relocated to the new Right-of-Way limits if requested by Corrosion. Due to pipeline bends outside the pavement limits, the casing cannot be extended outside the existing Right-of-Way. The existing casing vents will be removed and the casing filled with casing filler to inert against shorts.
- County will reimburse Utility for engineering services, inspection services, internal cost and construction cost. (Eligible items based off the Williamson County Vendor Policy)
- Upon completion of Project, Utility will provide an as-built drawing of the relocation to the County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 370 LF along with apparatus defined as Work = \$ 280,291.00

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of

costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:


1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)

3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

**UTILITY**

Utility: Seminole Pipeline Company, LLC  
*Name of Utility*

By:   
*Authorized Signature*

Paul D. Lair  
*Print or Type Name*

Title: Agent and Attorney-in-Fact

Date: April 15, 2021

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title: Williamson County Judge

Date: \_\_\_\_\_

## **Attachment A**

### **Plans, Specifications, and Estimated Costs**











## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: Mid May 2021**

**Estimated Completion Date: End of June 2021**



**AFE Project No.:** DB 14479

**Project Title:** Williamson Co-Rd Ext-CR258

**City/County/State:** Williamson County, Texas

**Date:** 3/31/21

### **PRELIMINARY SCOPE OF WORK**

The project includes the inspection, recoat, and casing fill/abandonment on the Ø14" Seminole Mainline (LID 1) where it will be impacted by the construction and ROW taking associated with the proposed expansion of CR 258 and improvements and ROW taking on the re-aligned CR258B in Williamson County, Texas. Existing test stations will need to be removed and relocated to the new ROW limits if requested by Corrosion. Due to pipeline bends outside the pavement limits, the casing cannot be extended outside the existing ROW. The existing casing vents will be removed and the casing filled with casing filler to inert against shorts.

Project coordinates: -97.872512, 30.675184

1. Contractor shall make one-call
2. Set approved traffic control signs and barriers as needed.
3. Furnishing and installing timber matting as required by work conditions.
4. Contractor to excavate and expose pipeline. The excavation buffer zone around the existing pipe of 18" + ½ of Pipe Diameter.
5. Contractor shall adequately support the pipeline with stable materials (sand bags / cement bags) not exceeding 15 ft. apart.
6. Contractor shall remove pipeline existing coating and test for Asbestos Containing Materials (ACM). If ACM exist, disposed in accordance with Enterprise Asbestos Removal Procedure (Coordinate with Operations).
7. Contractor shall sand blast the pipe to SSPC-SP 10 Near-White Blast Cleaning.
8. Inspect pipeline (By Enterprise NDE Contractor)
9. Contractor shall recoat carrier pipe minimum 30 mils of Specialty Polymer Coating "SP-2888 R.G.
10. Supply and install **Advance Products & Systems** with neoprene rubber casing insulator or equivalent at maximum spacing of 8 ft. on center and 4 ft. max. from the end of casing.
11. Furnish and weld a 2" wide, ¼" thick steel backing strip along the longitudinal welds of the split casings to prevent damage to the existing carrier pipe and coating during the welding of the split casing.
12. Install and weld the split casings over the existing pipeline.
13. Supply and install **Thunderline Link-Seals** or equivalent on the end of the casing pipe.
14. Supply & pump Indrawax 8070 wax or equivalent
15. Cut off and dispose the existing casing vents approximately 6 inches above the existing casing. Cap the existing vents weld caps.

16. Install vent pipe on casing from the top of the casing pipe and extend vent pipe to 4 feet above the existing ground.
17. Install new casing CP Test Station per the direction of the Operations.
18. Backfilling of excavated trench using stabilize sand to top of casing. Continue backfill and the rest with previously excavated material. Compact to 95% of standard proctor (compaction report required)
19. Restore work site to original condition or better.
20. Demobilize from site.

**Notes:**

1. The contractor will supply all labor, materials including casing pipes and accessories, mats, equipment and consumables except CP test stations and its associated parts.
2. P/Ls dept of cover: approx 6 feet.

**Enterprise Contacts:** Project Manager: George Chukwu – 713-381-2444, [gcchukwu@eprod.com](mailto:gcchukwu@eprod.com)

**Attachment C**  
**Eligibility Ratio**

**See Attachment “H” for proof of property interest, which is established at 100 % eligible.**

## **Attachment D**

### **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.



**Attachment E**

**Proof of Property Interest**

**GRANT OF EASEMENT**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to 13<sup>00</sup> per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we,

42  
**BYRON FULLERTON**

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto SEMINOLE PIPELINE COMPANY, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and other appurtenances, within the confines of a right of way Fifty feet in width, said right of way being 15 feet on the North/~~XX~~ side and 35 feet on the South/~~XX~~ side of a line (to be) ~~(X)~~ surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of WILLIAMSON State of TEXAS to wit:

A tract or parcel of land containing 42.30 acres, more or less, being out of the B. Manlove Survey, Abstract No. 417, more particularly described in a deed from Herschell B. Gaddy, Jr. and wife, Dorothy D. Gaddy to Byron Fullerton, dated May 26, 1967, and recorded in Deed Book 499, at Page 351, in the Office of the County Clerk of Williamson County, State of Texas.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them.

Grantor hereby expressly agrees that in the event the route of the pipeline or pipelines to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space.

Grantor represents that the above described land (is) (~~is~~) rented for the period beginning YEAR TO YEAR 19   to   , 19   on (cash) (crop) basis to B. TURNER

The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

In Witness Whereof the said Grantor has hereunto set his hand and seal, this 9 day of FEB, 19PI.

WITNESS:

Donna Milian

Martin F. Ralls

Byron Fullerton  
**BYRON FULLERTON**

(Individual)

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS  
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ before me, a  
Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ before me, a  
Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ before me, a  
Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

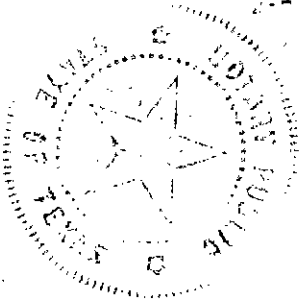
BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ before me, a  
Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public

STATE OF TEXAS )

COUNTY OF WilliamsonBEFORE ME, Frances Mason, on  
this day personally appearedMartin L. Patterson,  
known to me to be the person whose name is subscribed  
as a witness to the foregoing instrument of writing,  
and after being duly sworn by me stated on oath that  
he saw Bryson Fullerton,  
the Grantor or person who executed the foregoing instru-  
ment, subscribed the same and that he had signed the  
same as a witness at the request of the Grantor.GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th  
day of Feb, 1981.Martin L. PattersonFrances Mason  
Notary Public

FRANCES MASON

My Commission Expires:

Jan. 29, 1985

## THE STATE OF TEXAS

County of Williamson }

I, James N. Boydston, Clerk of the County Court of said County, do hereby cer-  
tify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office onthe 5th day of Mar. A.D. 1981, at 11:00 o'clock A. M., and duly recorded thisthe 5th day of Mar. A.D. 1981, at 5:50 o'clock P. M., in the

Deed

Records of said County, in Vol. 828 pp. 114WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date  
last above written.By Juanita Loungate DeputyJAMES N. BOYDSTON, CLERK,  
County Court, Williamson County, Texas

324  
INDEXED

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FILED FOR RECORD  
at 11:00 o'clock A M.

MAR 5 1981

JAMES N. BOYDSTON  
Clerk County Court, Williamson Co., Tex.  
By Kathy Davis Deputy

5  
5:50

828  
114

5.00 pd. ck.  
M. Seminole  
Box 3624  
San Angelo

# Seminole Pipeline Company

2001 BRYAN TOWER • DALLAS, TEXAS 75201  
214/744-2741

December 17, 1980

Board of Commissioners  
Williamson County, Texas

Dear Sir:

Seminole Pipeline Company, (Seminole), a Delaware Corporation, authorized to do business in the State of Texas as a common carrier pipeline company, proposes to build a pipeline from Seminole, Texas to the gulf coast area. This pipeline will be a 14" O.D., L.P.G. line and will cross your county as shown on the map enclosed herewith, which by this reference is made a part hereof.

Also enclosed herewith, please find "Typical" plan and profile drawings (1) for paved roads, (2) for unpaved roads, showing construction details for crossings to be made. Please note that (1) all crossings are bored, (2) paved road crossings are encased, (3) highest part of pipe will be a minimum of 48" beneath the lowest part of the ditch. The aforementioned drawings, by this reference, are made a part hereof, for all purposes.

In accordance with Article 111.020 of the Natural Resources Code of the State of Texas, Seminole hereby respectfully requests permission to cross county roads within your county.

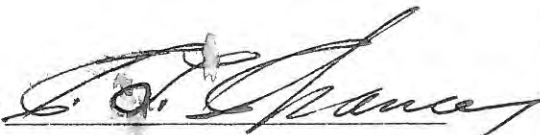
If you agree with these proposed crossings of roads within your county, please indicate your approval by signing and dating the copy of this letter enclosed and return same in the self-addressed stamped envelope provided.

Your cooperation is greatly appreciated.

Sincerely yours,



Charles Alter  
Seminole Pipeline Company

Approved: 

Title: County Judge

Date: January 12, 1981

Enclosures  
CA/mc



18  
400

RESOLUTION

BE IT RESOLVED: That permission will be granted to utility companies and private industrials to install water pipe lines, wires and cables in road and street rights of way maintained by Williamson County, Texas, provided the following restrictions be maintained:

1. Hard surfaced roads may be cut, with commissioners court approval. All pipelines shall be installed in a pipe encasement and three feet outside each crown line.

2. That all pipe or cable across or in borrow ditches shall have at least 30 inches of cover above the top of the pipe or casing.

3. That all dirt or gravel and paved surfaced roads which are open cut shall be replaced in such a manner that there be no settling of the roadway surface and the roadway surface be replaced in like material.

4. That all pipelines, cable and casing so installed in rights of way and parallel to the right of way line shall not approach the crown of the road closer than 6 feet.

5. That all dirt, brush, debris and construction materials shall be removed and right of way left in a tidy condition including fences, driveway culverts, and drainways.

6. That all precautions be practiced for the safety of the public, including the use of signs, flares, flashers, and barricades. Where necessary, flagmen shall be employed for safe movement of traffic.

7. Cost of any re-routing caused by road changes shall be borne by the utility company or private industrial.

8. All crossings shall be marked by location indicators.

9. Said County shall not be responsible for any breaking of water lines or cables caused by operation of road machinery.

10. Before final payment to contractor, inspection must be made by the county commissioner concerned.

11. Any major repair or new project will be submitted to the Commissioners Court with all detailed information.

By action of the Commissioners' Court of Williamson County, Texas this 23rd day of December, 1974, and recorded in the minutes of this Court.

  
C. L. CHANCE  
COUNTY JUDGE

C. L. CHANCE, COUNTY JUDGE  
JAMES N. BOYDSTON, COUNTY CLERK

JIM BOUTWELL, SHERIFF  
WILLIAM F. JACK, TAX ASSESSOR & COLLECTOR

BILLY RAY STUBBLEFIELD, COUNTY ATTORNEY  
MRS. VIOLA HONEYCUTT, COUNTY TREASURER

TORNEY  
TREASURER

BEN W. KURIO, COUNTY AUDITOR  
MRS. DORRACE HODGES, ASSISTANT AUDITOR

26<sup>TH</sup> JUDICIAL DISTRICT  
WILLIAM S. LOTT, DISTRICT JUDGE  
KENNETH (BUD) JORDAN, DISTRICT CLERK  
EDWARD J. WALSH, DISTRICT ATTORNEY  
ROY STUBBS, JR. COURT REPORTER



COUNTY COMMISSIONERS  
CARL E. LIDELL, PRECINCT NO. 1, GEORGETOWN  
WESLEY FOUST, PRECINCT NO. 2, FLORENCE  
RAYMOND H. RISTER, PRECINCT NO. 3, GRANGER  
JERRY L. MEHEVEC, PRECINCT NO. 4, TAYLOR

## Williamson County

Georgetown, Texas 78626

January 15, 1981

Seminole Pipeline Company  
2001 Bryan Tower  
Dallas, Texas 75201

ATTENTION: Mr. Charles Alter

Dear Mr. Alter:

With reference to your letter and the map of the pipeline crossings in our county, the Commissioners' Court at its meeting of January 12th agreed with your proposals and authorized me to sign this agreement in this matter. This signed copy is enclosed herewith.

Yours very truly,

C. L. CHANCE  
County Judge

CLC:f1  
Encl.

**Attachment F**

**Wilco – U-80A – Joint Use Agreement**

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 258 Extension- Enterprise

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

County: Williamson  
Road Location: CR 258 Extension:  
From U.S. 183 to Sunset Ridge

**WHEREAS**, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

**WHEREAS**, Seminole Pipeline Company, LLC, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 15 day of April, 2021, or on location sketches attached hereto except as provided below;

**NOW, THEREFORE**, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Seminole Pipeline Company, LLC

Williamson County

Utility Name

By   
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Title: Agent and Attorney-in-Fact

Title: Williamson County Judge

Date: April 15, 2021

Date: \_\_\_\_\_

**Commissioners Court - Regular Session****42.****Meeting Date:** 04/27/2021

Quitclaim Deed- Old Liberty Hill Rd.

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Quitclaim Deed regarding 0.05 AC of Old Liberty Hill Rd. in Liberty Hill. Texas.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Quitclaim Deed

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 09:43 AM

Form Started By: Charlie Crossfield

Started On: 04/22/2021 09:38 AM

Final Approval Date: 04/22/2021



## **QUITCLAIM DEED**

**THE STATE OF TEXAS**

,

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

,

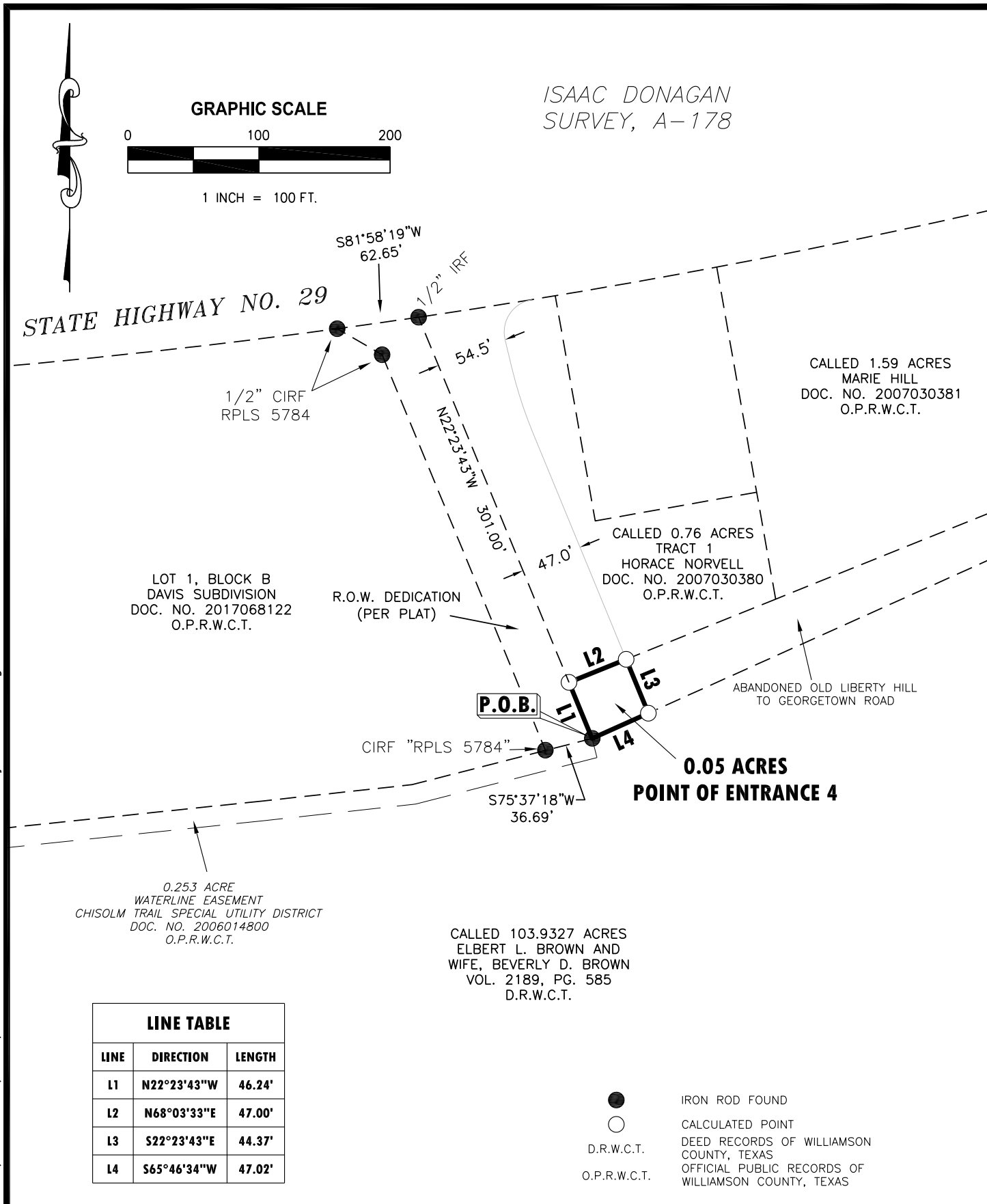
**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER**

That **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as Grantor, whether one or more, does hereby quitclaimed and do by these presents Bargain, Sell, Release and forever quitclaim all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor unless otherwise agreed between Grantor and Grantee in writing. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY AS IS IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.





0.05 ACRES  
ISAAC DONAGAN SURVEY, A-178  
WILLIAMSON COUNTY, TEXAS



6410 SOUTHWEST BLVD. STE. 127  
FORT WORTH, TX 76109  
(817)554-1805  
www.landpoint.net  
TBPLS REG. NO. 10194220

POINT OF ENTRANCE 4

Being all that certain tract or parcel of land situated in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas, being out of that certain called 0.76 acre tract of land described as Tract 1 in the deed to Horace Norvell, recorded in Document No. 2007030380, Official Public Records, Williamson County, Texas, being a part of the Abandoned Old Liberty Hill to Georgetown Road and being more particularly described by metes and bounds and follows:

BEGINNING at the southwest corner of said Abandoned Old Liberty Hill to Georgetown Road, same being the southeast corner of the Davis Subdivision, according to the plat thereof recorded in Document No. 2017068122, Official Public Records, Williamson County, Texas, and the southeast corner of a 36.5' right-of-way dedication per said plat, and being also in the north line of that certain called 103.9327 acre tract of land described in the deed to Elbert L. Brown and wife, Beverly D. Brown, recorded in Volume 2189, Page 585, Deed Records Williamson County, Texas, from which a capped iron rod stamped "RPLS 5784" found for the southeast corner of Lot 1, Block B of said Davis Subdivision and the southwest corner of said 36.5' right-of-way dedication bears, S75°37'18"W a distance of 36.69 feet;

THENCE N22°23'43"W, along the west line of the Abandoned Old Liberty Hill to Georgetown Road, the east line of said Davis Subdivision and the east right-of-way line of said 36.5' right-of-way dedication, a distance of 46.24 feet to a calculated point at the southwest corner of the 0.76 acre tract, from which a 1/2-inch iron rod found at the northwest corner of said 0.76 acre tract, the northeast corner of said Davis Subdivision, the northeast corner of said 36.5' right-of-way dedication, and being in the south right-of-way line of State Highway No. 29 (R.O.W. varies) bears N22°23'43"W a distance of 301.00 feet;

THENCE N68°03'33"E, along the south line of the 0.76 acre tract, same being the north line of the Abandoned Old Liberty Hill to Georgetown Road, a distance of 47.00 feet to a calculated point;

THENCE S22°23'43"E crossing the Abandoned Old Liberty Hill to Georgetown Road, a distance of 44.37 feet to a calculated point in the south line of the Abandoned Old Liberty Hill to Georgetown Road, same being the north line of said 103.9327 acre tract of land;

THENCE S65°46'34"W, along the south line of said Abandoned Old Liberty Hill to Georgetown Road, same being the north line of said 103.9327 acre tract of land, a distance of 47.02 feet to the POINT OF BEGINNING and containing 0.05 acres of land.

I, Robert Glen Maloy, certify that this plat was prepared under my direct supervision from a survey made on the ground on July 23, 2020, that this plat correctly represents the facts found at the time of said survey.



03/22/2021

Robert Glen Maloy

Texas R.P.L.S. No. 6028



0.379 ACRES  
ISAAC DONAGAN SURVEY, A-178  
WILLIAMSON COUNTY, TEXAS



6410 SOUTHWEST BLVD. STE. 127  
FORT WORTH, TX 76109  
(817)554-1805  
www.landpoint.net  
TBPLS REG. NO. 10194220

**Commissioners Court - Regular Session****43.****Meeting Date:** 04/27/2021

CR 401 Reimbursement Agreement with UPRR

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Reimbursement Agreement- Preliminary Engineering Services with Union Pacific Railroad Company fo input on the design of the railroad intersection at CR 401. Funding Source: P390

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Reimbursement Agreement

RR Exhibit

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 10:35 AM

Started On: 04/22/2021 10:07 AM

**REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING SERVICES**

**Effective Date:**

**Agency:** COUNTY OF WILLIAMSON, TEXAS

**Estimate:** \$40,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

**RECITALS**

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.



4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**COUNTY OF WILLIAMSON, TEXAS**

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Erik Lewis  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Manager I, Engineering - Public Projects  
\_\_\_\_\_  
Title

## Exhibit A

### Project Description and Location

#### Project Description

County of Williamson, TX proposes to widen and reconstruct the existing at-grade crossing referred to below.

#### Location

Austin Subdivision

<b>DOT</b>	<b>Crossing Type</b>	<b>Milepost</b>	<b>Street Name</b>
446581J	Public	147.39	CR 401

## **Exhibit B**

### **Scope of Project Services**

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

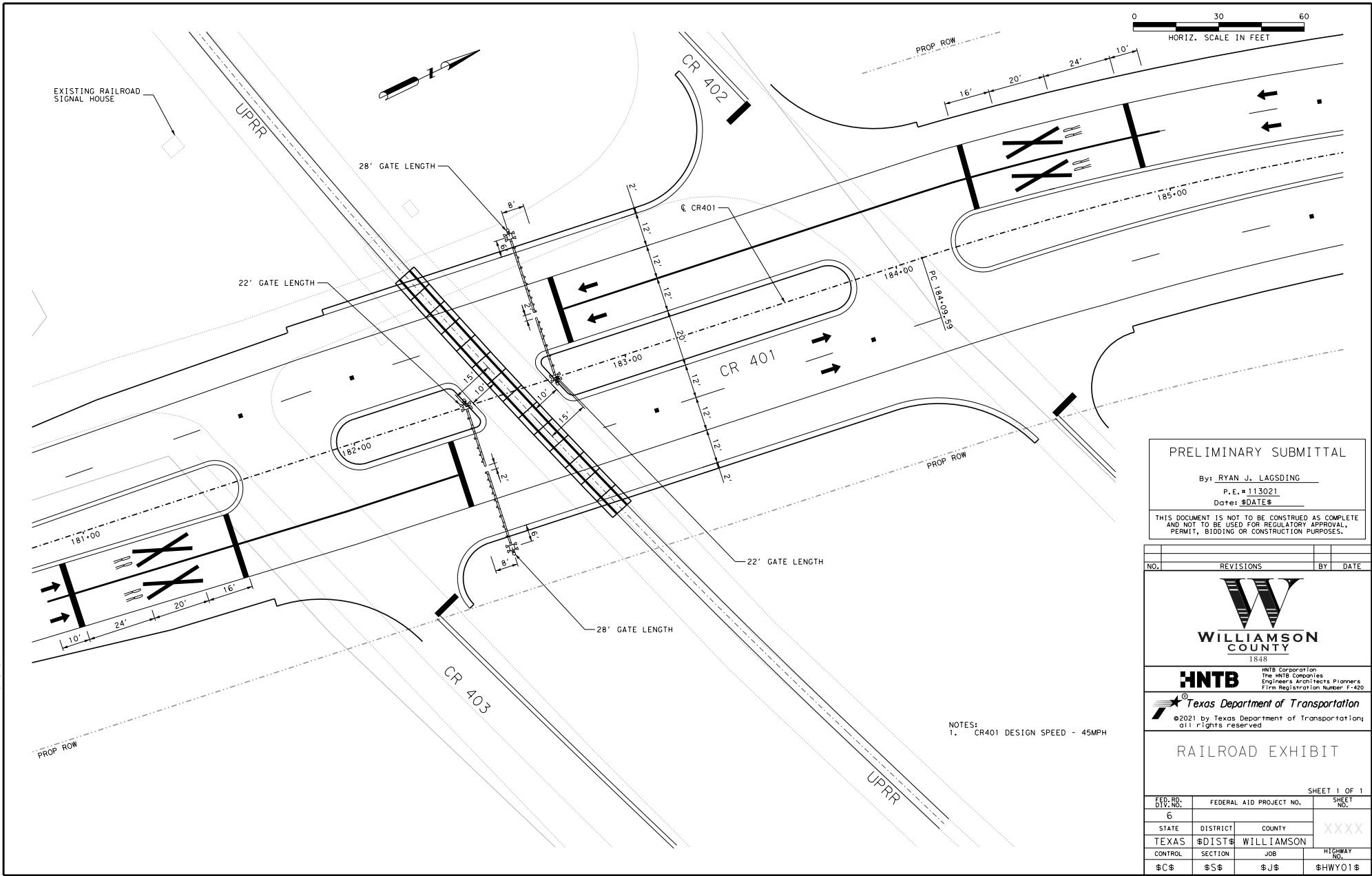
## **Exhibit C**

### **Billing Contact Information**

<b>Name</b>	Robert B. Daigh, P.E.
<b>Title</b>	Sr. Director of Infrastructure
<b>Address</b>	3151 SE Inner Loop, Georgetown, TX, 78626
<b>Work Phone</b>	(512) 943-3330
<b>Cell Phone</b>	
<b>Email</b>	bdaigh@wilco.org
<b>Agency Project No.</b>	

DATE: \$date\$ \$time\$

FILEPATH: \$filename\$



NOTES:  
1. CR401 DESIGN SPEED - 45MPH

PRELIMINARY SUBMITTAL

By: RYAN J. LAGSDING  
P.E. # 113021  
Date: \$DATE\$

THIS DOCUMENT IS NOT TO BE CONSTRUED AS COMPLETE  
AND NOT TO BE USED FOR REGULATORY APPROVAL,  
PERMIT, BIDDING OR CONSTRUCTION PURPOSES.

NO.	REVISIONS	BY	DATE
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**W**  
WILLIAMSON  
COUNTY  
1848

**HNTB**  
HNTB Corporation  
The HNTB Companies  
Engineers Architects Planners  
Firm Registration Number F-420

**Texas Department of Transportation**  
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RAILROAD EXHIBIT			
SHEET 1 OF 1			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			XXXX
STATE	DISTRICT	COUNTY	
TEXAS	\$DIST\$	WILLIAMSON	
CONTROL	SECTION	JOB	HIGHWAY NO.
\$C\$	\$S\$	\$J\$	\$HWY01\$

\$FILE\$

## Commissioners Court - Regular Session

45.

**Meeting Date:** 04/27/2021

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

#### A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 278
- d) Discuss the acquisition of real property for County Facilities.
- e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- f) Discuss the acquisition of real property for SH 29 @ DB Wood.
- g) Discuss the acquisition of real property for CR 366.
- h) Discuss the acquisition of real property for N. Mays.
- i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- j) Discuss the acquisition of real property for CR 111.
- k) Discuss the acquisition of real property for Corridor H
- l) Discuss the acquisition of real property for future SH 29 corridor.
- m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- n) Discuss the acquisition of right-of-way for Corridor C.
- o) Discuss the acquisition of right-of-way for Corridor F.
- p) Discuss the acquisition of right-of-way for Corridor D.
- q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- r) Discuss the acquisition of right-of-way for Reagan extension.
- s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- u) Discuss the acquisition of the MKT Right of Way
- v) Discuss acquisition of drainage easement in relation to County Road 176

#### B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)



- c) Discuss property usage at Longhorn Junction
  - d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
  - e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
  - f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

## Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/22/2021

#### Reviewed By

Andrea Schiele

#### Date

04/22/2021 09:56 AM

Started On: 04/22/2021 09:42 AM

**Commissioners Court - Regular Session****46.****Meeting Date:** 04/27/2021

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Project Woods
- c) Project Liberty
- d) Project Long Haul
- e) Project Bon Jovi
- f) Project Crystal
- g) Project Link
- h) Project Winston
- i) Project Solo
- j) Project Stamp

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/22/2021

**Reviewed By**

Andrea Schiele

**Date**

04/22/2021 09:57 AM

Started On: 04/22/2021 09:42 AM